# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type			
Gilbarco Inc.		03/18/2004	CORPORATION: DELAWARE			

### **RECEIVING PARTY DATA**

Name:	Datamax Consulting Corporation
Street Address:	2800 Oakmont Drive
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78664
Entity Type:	CORPORATION: TEXAS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark						
Serial Number:	76373127	ENVOY						

### **CORRESPONDENCE DATA**

Fax Number: (214)999-1506

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-969-1700

Email: deborah.lively@tklaw.com

Correspondent Name: IP Docketing, Thompson & Knight LLP

Address Line 1: 1700 Pacific Avenue

Address Line 2: Suite 3300

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	503027.000005
NAME OF SUBMITTER:	Deborah L. Lively
Signature:	/deborah I. lively/
Date:	01/17/2006

TRADEMARK
REEL: 003228 FRAME: 0361

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## **ASSIGNMENT**

This Assignment made by Gilbarco Inc., 7300 W. Friendly Avenue, Greensboro, North Carolina 27410 USA, whose corporate name was changed from Marconi Commerce Systems Inc. on February 15, 2002 (hereinafter "Assignor"), and Datamax Consulting Corporation, 2800 Oakmont Drive, Round Rock, Texas 78664 USA (hereafter referred to as "Assignee").

WITNESSETH: That,

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration and pursuant to a previous agreement transfer certain assets from Assignor to Assignee in an agreement entitled "Agreement for Purchase and Sale of Assets," the receipt and sufficiency of which is hereby acknowledged, the Assignors, have sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, the entire right, title and interest in and to the trademarks, trade names, and service marks listed in Appendix A of this Agreement (hereinafter "Trademarks"), the same to be held and enjoyed by the said Assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Trademarks may be granted as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale not been made.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Trademarks; and the Assignor hereby authorizes and empowers the said Assignee, its successors, assigns or nominees to procure or apply for registration or other form of protection on said Trademarks in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire

to file such application; and the Assignors hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for registration or procurement of such Trademarks, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said Assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Martin Gafinowitz President, Gilbarco North America and Global Strategy

Appendix A – Trademarks

**RECORDED: 01/17/2006** 

All trademarks and common law trademark rights to the marks listed below:

Registration Date	1/7/2003	10/16/2003				5/17/1994							:	10/22/2002			10/28/2002				
Registration Registration No. Date	2,702,138	2835510				1,836,627								TMA 569,328			TMA 569,763				
File Date	2/21/2002	8/21/2002	8/19/2002	8/21/2002	8/20/2002	4/29/1993								7/7/2000	7/7/2000	7/7/2000	7/7/2000	7/7/2000	7/7/2000	7/7/2000	7/7/2000
Serial No.	76/373,127	2835510	1,149,689	495489	2,386,678	74/385,072								1,066,409	1,066,410	1,066,416	1,066,411	1,066,414	1,066,415	1,066,412	1,066,413
Status	Registered	Registered	Allowed	Abandoned	Pending	Registered	Unfiled	Unfiled	Unfiled	Unfiled	Unfiled	Unfiled	Unfiled	Registered	Abandoned	Abandoned	Registered	Abandoned	Abandoned	Abandoned	Abandoned
Country	USA	CTM	Canada	Thailand	Argentina	USA	USA	USA	USA	USA	USA	USA	USA	Canada	Canada	Canada	Canada	Canada	Canada	Canada	Canada
Title	ENVOY	ENVOY	ENVOY	ENVOY	ENVOY	BIZWARE	eBIZWARE	BIZWARE ASP	BIZWARE SOFTWARE SOLUTIONS	RETAIL SITE MANAGER	eRETAIL SITE MANAGER	MULTI SITE MANAGER	eMULTI SITE MANAGER	BIZWARE	eBIZWARE	BIZWARE ASP	BIZWARE SOFTWARE SOLUTIONS	RETAIL SITE MANAGER	eRETAIL SITE MANAGER	MULTI SITE MANAGER	eMULTI SITE MANAGER
W&T Ref. No.	1057-001	1057-002	1057-003	1057-004	1057-005	1057-006	1057-007	1057-008	1057-009	1057-010	1057-011	1057-012	1057-013	1057-014	1057-015	1057-016	1057-017	1057-018	1057-019	1057-020	1057-021