

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330863

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dresser, Inc.		06/19/2014	CORPORATION: TEXAS Delaware

RECEIVING PARTY DATA

Name:	Wayne Fueling Systems LLC
Street Address:	3814 Jarrett Way
City:	Austin
State/Country:	TEXAS
Postal Code:	78728
Entity Type:	CORPORATION DELAWARE Limited Liability Company

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3455169	GENTURY
Registration Number:	3828703	FUSION
Registration Number:	3742852	GLOBAL VISION
Registration Number:	4286468	HELIX
Registration Number:	3570771	IDPOS
Registration Number:	3482037	ISENSE
Registration Number:	3934815	IX PAY
Registration Number:	2131848	NUCLEUS
Registration Number:	2847871	OVATION
Registration Number:	3496970	RELIANCE
Registration Number:	0891975	WAYNE
Registration Number:	3655918	XFLO
Registration Number:	1062100	EKG

OP \$340.00 3455169

CORRESPONDENCE DATA

Fax Number: 6175422241
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6173483054
 Email: ipdocketingbos@mintz.com

Correspondent Name:	Mintz Levin, Attn Lisa Adams
Address Line 1:	One Financial Center
Address Line 4:	Boston, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	47376-001
NAME OF SUBMITTER:	Lisa Adams
SIGNATURE:	/Lisa Adams/
DATE SIGNED:	02/03/2015
Total Attachments: 5 source=IP6 - Trademark Assignment#page1.tif source=IP6 - Trademark Assignment#page2.tif source=IP6 - Trademark Assignment#page3.tif source=IP6 - Trademark Assignment#page4.tif source=IP6 - Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This assignment of trademarks ("Trademark Assignment") is made and entered into this 19th day of June, 2014 by and between DRESSER, INC., a Delaware corporation ("Assignor"), located at 15455 Dallas Parkway, Suite 1100, Addison, Texas 75001 and WAYNE FUELING SYSTEMS LLC, a Delaware limited liability company ("Assignee"), located at 15455 Dallas Parkway, Suite 1100, Addison, Texas 75001.

WHEREAS, Assignor and Assignee have entered into an Asset Transfer Agreement pursuant to which Assignor has agreed to transfer certain assets and liabilities to Assignee (the "Transfer Agreement");

WHEREAS, Assignor is the owner of the marks and the U.S. trademark registrations and U.S. trademark applications identified in Schedule A (collectively, the "Trademarks") and desires to assign each such Trademark to Assignee; and

WHEREAS, Assignee desires to accept all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for the consideration stated in the Transfer Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including any and all rights therein provided by international conventions and treaties, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, to the extent that such rights and goodwill exist, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Trademark Assignment has not been made (together, the "Assigned Rights").

2. Assignor further agrees to reasonably cooperate with the Assignee to execute documents reasonably required to perfect the interest of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Trademark Assignment.

3. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

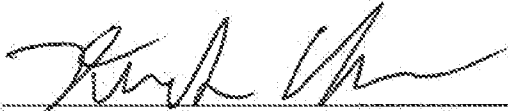
4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

5. This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of New York without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

DRESSER, INC.

By: 

Name: Derek Claghorn

Title: VP & CFO

ASSIGNEE:

WAYNE FUELING SYSTEMS LLC

By: _____

Name: _____

Title: _____

Signature Page to the Instrument of Assignment -- Trademarks

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

DRESSER, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

WAYNE FUELING SYSTEMS LLC

By: 

Name: Neil H. Thomas

Title: President

Signature Page to the Instrument of Assignment – Trademarks

SCHEDULE A

U.S. and WIPO Trademarks

Country	Trademark	Serial/ Registration No.	Filing/ Registration Date	Status	Owner
U.S.	CENTURY	Serial No. 78/335,216 Reg. No. 3,455,169	Filing Date 12/2/2003 Reg. Date 6/24/2008	Registered	Dresser, Inc.
U.S.	FUSION	Serial No. 77/294,883 Reg. No. 3,828,703	Filing Date 10/3/2007 Reg. Date 8/3/2010	Registered	Dresser, Inc.
U.S.	GLOBAL VISION	Serial No. 77/307,579 Reg. No. 3,742,852	Filing Date 10/18/2007 Reg. Date 1/26/2010	Registered	Dresser, Inc.
U.S.	HELIX	Serial No. 85/076,923 Reg. No. 4,286,468	Filing Date 7/2/2010 Reg. Date 2/5/2013	Registered	Dresser, Inc.
U.S.	IDPOS	Serial No. 78/379,375 Reg. No. 3,570,771	Filing Date 3/5/2004 Reg. Date 2/3/2009	Registered	Dresser, Inc.
U.S.	ISENSE	Serial No. 78/412,012 Reg. No. 3,482,037	Filing Date 5/3/2004 Reg. Date 8/5/2008	Registered	Dresser, Inc.
U.S.	IX PAY	Serial No. 77/500,048 Reg. No. 3,934,815	Filing Date 6/16/2008 Reg. Date 3/22/2011	Registered	Dresser, Inc.
U.S.	NUCLEUS	Serial No. 75/119,424 Reg. No. 2,131,848	Filing Date 6/13/1996 Reg. Date 1/27/1998	Registered	Dresser, Inc.
U.S.	OVATION	Serial No. 76/147,327 Reg. No. 2,847,871	Filing Date 10/14/2000 Reg. Date 6/1/2004	Registered	Dresser, Inc.
U.S.	RELIANCE	Serial No. 78/428,713 Reg. No. 3,496,970	Filing Date 6/2/2004 Reg. Date 9/2/2008	Registered	Dresser, Inc.
U.S.	WAYNE	Serial No. 72/283,747 Reg. No. 891,975	Filing Date 10/31/1967 Reg. Date 6/2/1970	Registered	Dresser, Inc.
U.S.	XFLO	Serial No. 78/631,683 Reg. No. 3,655,918	Filing Date 5/17/2005 Reg. Date 7/14/2009	Registered	Dresser, Inc.
WIPO	HELIX	Appl. No. 1062130 Reg. No. 1062130	Filing Date 12/2/2010 Reg. Date 12/2/2010	Registered	Dresser, Inc.