

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gilbarco Catlow LLC		07/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gilbarco Inc.		
Street Address:	7300 West Friendly Avenue		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27410		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1203368	CATLOW	
Registration Number:	4515559	CATLOW	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<i>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.</i>			
Phone:	(803) 799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	22870/9188,9189		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	07/27/2016		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Agreement"), effective of the date last executed below, is by and between Gilbarco Catlow LLC (formerly named Veeder-Root LLC), a Delaware, U.S.A. limited liability company having its principal place of business at 2750 U.S. Route 40, Tipp City, Ohio 45371, United States of America ("Assignor"), and Gilbarco Inc., a Delaware, U.S.A. corporation having its principal place of business at 7300 West Friendly Avenue, Greensboro, North Carolina 27410, United States of America ("Assignee").

WITNESSETH

WHEREAS, Assignor was formerly named Veeder-Root LLC, and changed its corporate name to Gilbarco Catlow LLC;

WHEREAS, Assignor is using the following composite CATLOW with Circle Design trademark:



(the "CATLOW & Design Mark"), as well as the word mark CATLOW (the "CATLOW Word Mark"), and Assignor is the owner of the corresponding registrations/applications listed on Schedule A to this Agreement (the "Registrations and Applications"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all right, title and interest of Assignor in and to the CATLOW & Design Mark and the CATLOW Word Mark, together with all of the goodwill of Assignor represented and symbolized by such marks, as well as the Registrations and Applications therefor in exchange for a license to use such marks;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein provided, and for other good and valuable consideration, the parties hereto agree as follows:

Assignor hereby irrevocably transfers and assigns to Assignee all of Assignor's rights, title, and interest, anywhere in the world, in and to:


- a) The CATLOW & Design Mark;
- b) The CATLOW Word Mark;
- c) The goodwill of Assignor's business represented and symbolized by the CATLOW & Design Mark and the CATLOW Word Mark;
- d) The Registrations and Applications for the CATLOW & Design Mark and the CATLOW Word Mark listed on Exhibit A as well as any other registrations or applications for such marks, including all Grants of Protection, and country/jurisdiction designations under the International Registration for the CATLOW & Design Mark;
- e) All common law rights derived from the uses of the CATLOW & Design Mark and the CATLOW Word Mark;
- f) The right to pursue legal actions for past infringements and related damages, together with all the rights for recovery, damages and profits for any past infringements of the CATLOW

& Design Mark, the CATLOW Word Mark, and the Registrations and Applications therefor.

Assignee agrees to enter into a separate, written license agreement, licensing the marks assigned in this Agreement to Assignor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized agents to execute, this Agreement on the dates indicated below.

ASSIGNOR: GILBARCO CATLOW LLC

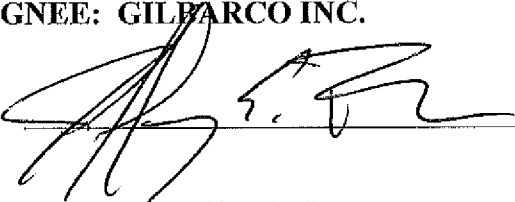
By:  _____

Name: Jeffery E. Bacon

Title: VP & Chief Counsel

Date: 15 July 2016

ASSIGNEE: GILBARCO INC.

By:  _____

Name: Jeffery E. Bacon


Title: VP & Chief Counsel

Date: 15 July 2016


(continued on next page)

EXHIBIT A

United States of America Registrations:

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
CATLOW	73311222	May 20, 1981	1203368	August 3, 1982
 CATLOW	85750044	Oct. 10, 2012	4515559	April 15, 2014

International Registration (through World Intellectual Property Organization):

Trademark	Reg. No.	Reg. Date
 CATLOW	1171175	10 April 2013