

MRD 6-26-98

FORM PTO-1595
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TEET

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To the Honorable Commissioner of

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Send original documents or copy thereof.

1. Name of conveying party(ies):

John S. McSpadden
Cheryl Felix
Charles C. Keane

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Herbst Lazar Bell Inc.

Internal Address: _____

Street Address: 345 Canal Street

City: Chicago State: IL ZIP: 60606

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 23, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: June 23, 1998

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard E. Jenkins, Esq.

Internal Address: 40-00 GP

Street Address: Jenkins & Wilson, P.A.
Suite 1400 University Tower
3100 Tower Boulevard

City: Durham State: NC ZIP: 27707

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard E. Jenkins
Name of Person Signing

Richard E. Jenkins
Signature

6-26-98
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

07/09/1998
012 5163915 PTO
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01 FC:581

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PATENT

ASSIGNMENT

WHEREAS, we, John S. McSpadden, City of Greensboro, State of North Carolina; Cheryl Felix, City of Bedford, State of Massachusetts; and Charles C. Keane, City of Hingham, State of Massachusetts, (hereinafter "Assignors") have invented a new, original and ornamental design for a FUEL DISPENSING UNIT OR SIMILAR ARTICLE for which we make application for Design Letters Patent of the United States.

AND, WHEREAS, Herbst Lazar Bell Inc., a corporation duly organized and existing under the laws of the State of Illinois, having its principal office and place of business at 345 Canal Street, Chicago, Illinois (hereinafter "Assignee"), is desirous of acquiring an interest therein.

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have sold and by these presents does hereby sell, assign, transfer and convey unto the said Assignee, its successors and assigns, their entire right, title and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Design Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with their right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

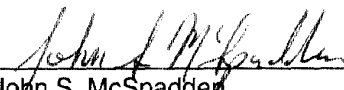
Assignors hereby request that said Design Letters Patent be issued in accordance with this assignment.

Assignors further covenant and agree that, at the time of the execution and delivery of these presents, Assignors possess full title to the invention and application above-

mentioned, and that they have the unencumbered right and authority to make this assignment.

Assignors further covenant and agree, and likewise bind their heirs, legal representatives and assigns, to promptly communicate to said Assignee or its representatives any facts known to them relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors and assigns to secure patent or similar protection for the said invention in all countries and to vest in the Assignee complete title to the said invention and Design Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns and other legal representatives.

Executed this 11th day of June, 1998.



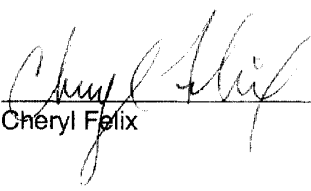
John S. McSpadden

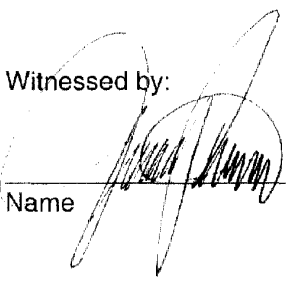
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 June 11, 1998
Name Date

Name Date

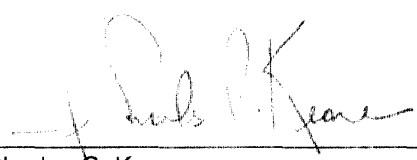
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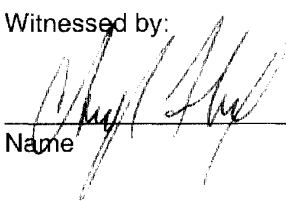

Cheryl Felix

Witnessed by:

Name _____ Date 6-18-98

Name _____ Date _____

Executed this 24 day of JUNE, 1998.


Charles C. Keane

Witnessed by:

Name _____ Date 24 June 98

Name _____ Date _____