| | MRD8-10-98 08-13-199 | 98 | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--|
| (Re | RM.PTO-1595 v. 6-93) B No. 0651-0011 (exp. 4/94) | • BHH 661 | SHEET | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Atty. Docket No. 2400-187 | |
| То | the Assistant Commissioner for Paterns. 10079326 | nal documents or copy thereof. | | | |
| 1. | Name of conveying party(ies): Steven N. Terranova Seifollah S. Nanaji | 1 | Name and address of reconname: Gilbarco Inc. Internal Address: P.O. B | ox 22087 | |
| Additional name(s) of conveying party(ies) attached? Yes No | | | , | <u>4. ₩</u> _ | |
| 3. | Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other | | Street Address: City: Greensboro State | e: NC Zip: 27420 | |
| Ex | ecution Date: July 29, 1998 | | Additional name(s) & address(es | s) attached? Yes No | |
| Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: | | | | | |
| | A. Patent Application No.(s) 09/087,287 | B. | Patent No.(s) | | |
| | Additional numbers attached? ☐ Yes ☒ No | | | | |
| 5. | Name and address of party to whom correspondence concerning document should be mailed: Name: RHODES COATS & BENNETT, L.L.P. | 6. | Total number of application | | |
| | Internal Address: Post Office Box 2974 Greensboro, NC 27402 | 7. | Total fee (37 CFR 3.41): ⊠ Enclosed ⊠ Authorized to be charg | \$40.00 ed to deposit account | |
| | Street Address: 1600 First Union Tower 300 N. Greene Street | 8. | Deposit account number: 18-1164 | | |
| | City: Greensboro State: NC Zip: 27401 | | (Attach duplicate of this page if p | aying by deposit account) | |
| DO NOT USE THIS | | | S SPACE | 7287 | |
| 9. | Statement and signature. | | | 09087287 | |
| | To the best of my knowledge and belief, the foregoing infecopy of the original document. | orma | ntion is true and correct and | | |

Cottelli Signature

August 6, <u>1</u>998 Date ¥

Name of Person Signing

Donna Cottelli

08/12/1998 01 FC:581

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT

This Assignment made by us, Steven N. Terranova, a citizen of the United States of

America, residing at 2 Dansey Circle, City of Durham, County of Durham, State of North

Carolina, and Seifollah S. Nanaji, a citizen of the United States of America, residing at 301-E

Village Lane, City of Greensboro, County of Guilford, State of North Carolina, hereinafter

referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in REAL

TIME BLENDING APPARATUS AND METHOD for which we are about to make application

for Letters Patent of the United States, and for which we have executed a declaration on the

29th day of July, 1998.

WHEREAS, GILBARCO, INC., a corporation duly organized and existing under the

laws of the State of North Carolina and having a principal place of business at 7300 West

Friendly Avenue, County of Guilford, State of North Carolina, hereinafter referred to as

assignee, is desirous of acquiring the entire right, title and interest in and to said invention as

described in the specification executed by us concurrently herewith, and any and all Letters

Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the

said 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 above-mentioned application and

invention and in and to any and all Letters Patent of the United States which may hereafter be

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PATENT

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granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, 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 Letters Patent 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.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Assistant Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

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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 Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention 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 where said application may be filed by another than the inventor; and we 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 procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 29th day of July, 1998.

said assignee, its successor, assignee or nominee, but at its or their expense.

right and title therein to the assignee, its successors, assignee, or nominee, without charge to our

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RECORDED: 08/10/1998

REEL: 9373 FRAME: 0557