

MEMO
8-16-99 RECOF

08-19-1999



To the Assistant Commissioner for Patents:

101121693

ments or copy thereof.

1. Name of conveying party(ies):
Herbst Lazar Bell Inc.

2. Name and address of receiving party(ies):

Name: Gilbarco, Inc.
Internal Address: P.O. Box 22087
Greensboro, NC 27420

Street Address: 7300 West Friendly Avenue

City: Greensboro State: NC Zip: 27420

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: July 27, 1999

4. 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)
Application No. 29/104,781

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name : COATS & BENNETT, P.L.L.C.
Internal Address: P.O. Box 5
Raleigh, NC 27602

Street Address: 1100 Crescent Green
Suite 206
City: Cary State: NC Zip: 27511

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
18-1167

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

DO NOT USE THIS SPACE

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.

Benjamin S. Withrow

Name of Person Signing

Signature

8/12/99

Date

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

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

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40.00 DP

ASSIGNMENT OF INTERESTS OF
HERBST LAZAR BELL INC.
TO GILBARCO INC.

This is an Assignment made by Herbst Lazar Bell Inc., of its entire rights and interests in the FUEL DISPENSER INTERFACE design to Gilbarco Inc.

WITNESSETH: That,

WHEREAS, Cheryl Felix, an employee of Herbst Lazar Bell Inc., is a joint inventor with Amy Wilson and Paul Miller, both employees of Gilbarco, Inc.;

WHEREAS, Herbst Lazar Bell Inc., a corporation duly organized and existing under the laws of the State of Illinois and having a principal place of business in Waltham, County of Middlesex, State of Massachusetts, hereinafter referred to as assignor, is desirous of assigning its entire right, title and interest in and to said design as described in the specification identified as U.S. application serial number **29/104,781** filed 5/12/99, and any and all Letters Patent which shall be granted therefor;

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 in Greensboro, 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 design as described in identified application, 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, said assignor, having sold, assigned, transferred and set over unto the said assignee, its successors and assigns, its entire right, title and interest in and to the above-mentioned application and design and in and to any and all Letters Patent of the United States which may hereafter be 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 me had this assignment and sale not been made.

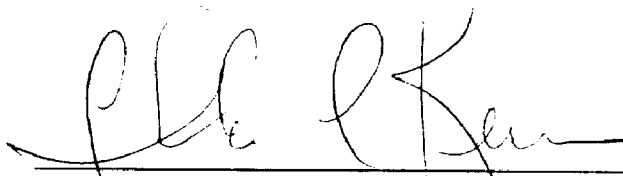
And for the consideration aforesaid, assignor hereby covenants and agrees to and with said assignee, its successors and assigns, that it will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, 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 design, or for the reissue of the same without charge to my said assignee, its successors or assigns, but at its or their expense.

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

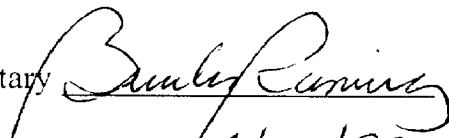
For the consideration aforesaid, assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, its entire right, title and interest in and to any and all Letters Patent for said design which 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 design in countries foreign to the United States and in and to the design described in said application; and assignor hereby authorizes and empowers said assignee, its successors, assigns or nominees to apply for Letters

Patent or other form of protection on said design 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 Assignor hereby covenants and agrees 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 design or designs 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 said assignee, its successor, assignee or nominee, but at its own expense.

IN WITNESS WHEREOF, the representatives below have hereunto set their hand and seal.



Officer
Herbst Lazar Bell Inc.
Date: 7/27/99

Notary 
Date: 7/27/99

BRENDA RAMIREZ
Notary Public
My Commission Expires September 25, 2003