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2 SHEET 1

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 2400.243

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



101314349

To the Assistant Commissioner for

original documents or copy thereof.

1. Name of conveying party(ies):
Amy Wilson
Paul Miller

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

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



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 16, 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. 29/104,776

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

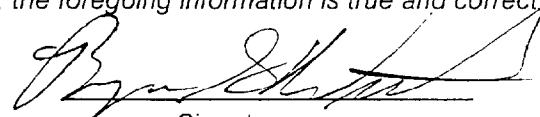
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

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. WITHEROW  8/3/99
Name of Person Signing Signature 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

ASSIGNMENT OF INTERESTS OF
AMY WILSON AND PAUL MILLER
TO GILBARCO INC.

This Assignment made by us, Amy Wilson, residing at 4521 Jeanette Road, City of Greensboro, County of Guilford, State of North Carolina, a citizen of the United States of America; and Paul Miller, residing at 4675 Gallant Lane, City of Winston Salem, County of Forsyth, State of North Carolina; citizens of the United States of America; hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are joint inventors with Cheryl Felix of certain original and ornamental designs for a FUEL DISPENSER INTERFACE for which an application for Letters Patent of the United States has been made and is identified as serial number **29/104,776** filed 5/12/99.

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 our entire right, title and interest in and to said design as described in the 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, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, our 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 us had this assignment and sale not been made.

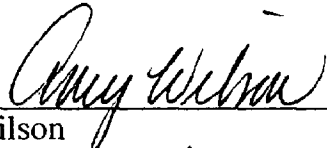
And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, 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 design, 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.

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, our 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 we hereby authorize and empower the assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said design 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 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 or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 16th day of June, 19 99.



Amy Wilson

Date: 6/16/99



Paul Miller

Date: 6/16/99