

10-08-2004

FORM PTO-1535
(Rev. 6-93)
QMB No. 0651-0011 (exp. 4/94)



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 2400-854

To the Commissioner for Patents: Pl.

102855816

ants or copy thereof.

1. Name of conveying party(ies):
Edward A. Payne

9-30-04

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

Name: Gilbarco Inc.

Internal Address:

19270 U.S. PTO
10/955203



093004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 7300 West Friendly Avenue

City: Greensboro State: NC Zip: 27410

Country: USA

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

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: 09/28/2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

10955203

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

Name: Steven N. Terranova
WITHROW & TERRANOVA, P.L.L.C.
P.O. Box 1287
Cary, NC 27512

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:

50-1732

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

10/05/2004 ANABI1 00000022 10955203
FC:8021 40.00

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.

Steven N. Terranova

Steven N. Terranova

September 30, 2004

Name of Person Signing

Signature

Date

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

**Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office
PO Box 1450, Alexandria, Virginia 22313-1450**

**PATENT
REEL: 015859 FRAME: 0503**

ASSIGNMENT

This Assignment made by me, Edward A. Payne, hereinafter referred to as assignor, a citizen of the United States of America, residing at 204 Overman Street, Greensboro, County of Guilford, State of North Carolina;

WITNESSETH: That,

WHEREAS, I am the sole inventor of certain new and useful improvements in NULLIFICATION OF MEASUREMENT ERROR, PARTICULARLY WITHIN A DUAL TURBINE FLOW METER USED IN A FUEL DISPENSER for which I am making application for Letters Patent of the United States, and for which I have executed a declaration; and

WHEREAS, Gilbarco Inc., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 7300 West Friendly Avenue, 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 invention as described in the specification executed 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, I, the said assignor, 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 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, I 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 I am the sole and lawful owner 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 I have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that I 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 my said assignee, its successors or assigns, but at its or their expense.

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

For the consideration aforesaid, I 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 I 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 I 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 right and title therein to the assignee, its successors, assignee, or nominee, without charge to my said assignee, its successor, assignee or nominee, but at its or their own expense.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of SEPTEMBER, 2004.


Edward A. Payne