

12-23-2004

SHEET



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ents or copy thereof.

To the Commissioner for Patents: F

1. Name of conveying party(ies):  
Kent Reid  
James J. Longworth  
Donald A. Kunz

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

Name: Veeder-Root Company  
Internal Address:

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Street Address: 125 Powder Forest Drive

City: Simsbury State: CT Zip: 06070

Execution Date: 12/3/04, 12/3/04, 12/3/04

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: 12/3/04, 12/3/04, 12/3/04

A. Patent Application No.(s)  
11/010809

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

12/16/2004 STEUMEL1 00000013 11010809  
01 FC:8021 40.00 DP

8. Deposit account number:  
50-1732  
(Attach duplicate 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.*

Steven N. Terranova

December 13, 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

19270 U.S. PTO  
11/010809  
121304

## ASSIGNMENT

This Assignment made by us, **Kent Reid**, a citizen of the United States of America, residing at 22 Ellsworth Lane, City of Canton, County of Hartford, State of Connecticut; **James J. Longworth**, a citizen of the United States of America, residing at 80 Forge Drive, City of Avon, County of Hartford, State of Connecticut; and **Donald A. Kunz**, a citizen of the United States of America, residing at 39 Alexander Place, City of South Windsor, County of Hartford, State of Connecticut, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **WIRELESS PROBE SYSTEM AND METHOD FOR A FUELING ENVIRONMENT** for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration.

WHEREAS, Veeder-Root Company, a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 125 Powder Forest Drive, City of Simsbury, County of Hartford, State of Connecticut, 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

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

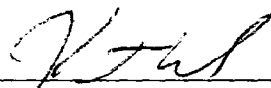
For the consideration aforesaid, we have sold, assigned, transferred and set over, and by

these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, 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 right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

12/3/04

Date



**Kent Reid**

12/3/04

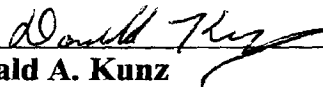
Date



**James J. Longworth**

12/3/04

Date



**Donald A. Kunz**