PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Kent D. Reid	06/22/2006
Ray J. Hutchinson	06/26/2006
Richard Fricke	06/22/2006
David J. Bolt	06/22/2006

RECEIVING PARTY DATA

Name:	Veeder-Root Company
Street Address:	125 Powder Forest Drive
City:	SIMSBURY
State/Country:	CONNECTICUT
Postal Code:	06070

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11411182

CORRESPONDENCE DATA

Fax Number: (919)654-4521

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Steven N. Terranova

Address Line 1: P.O. Box 1287

Address Line 4: Cary, NORTH CAROLINA 27512

ATTORNEY DOCKET NUMBER:	2500-066

NAME OF SUBMITTER: Steven N. Terranova

Total Attachments: 4

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ASSIGNMENT

This Assignment made by us, **Kent D. Reid**, a citizen of the United States of America, residing at 22 Ellsworth Lane, City of Canton, County of Hartford, State of Connecticut; **Ray J. Hutchinson**, a citizen of the United States of America, residing at 1800 Sandy Beach Road, City of Houma, County of Terrebonne, State of Louisiana; **Richard Fricke**, a citizen of the United States of America, residing at 20 Dorset Lane, City of Farmington, County of Hartford, State of Connecticut; and **David J. Bolt**, a citizen of the United States of America, residing at P.O. Box 215, City of Newry, County of Blair, State of Pennsylvania, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in VACUUM-ACTUATED SHEAR VALVE DEVICE, SYSTEM, AND METHOD,

PARTICULARLY FOR USE IN SERVICE STATION ENVIRONMENTS, for which we have applied for Letters Patent of the United States on April 25, 2006, Application Serial Number 11/411,182.

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.

6/22/06 Date

Kent D. Reid

Date

Ray J. Hutchinson

Date

Richard Frie

Date

David J. Bolt

with this instrument.

RECORDED: 08/02/2006

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.

Date /26/06 Date	Ray J. Hutchinson
Date	Richard Fricke
Date	David J. Bolt