

04-09-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Invensys Systems, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Massachusetts Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Deutsche Bank AG, London Internal Address: Winchester House Attn: Sean Malone Street Address: 1 Great Winchester Street City: London State: UK Zip: EC2 2 EQ Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Germany Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 1, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) none B. Trademark Registration No.(s) See Attached Schedule A Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Adam M. Grandy, Legal Assistant Internal Address: c/o Palmer & Dodge LLP Street Address: 111 Huntington Avenue at Prudential Center City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 53 7. Total fee (37 CFR 3.41): \$ 1,340.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 16/0085

APR - 5 AM 7: 13 OR/FINANCE

DO NOT USE THIS SPACE

9. Signature. Adam M. Grandy Name of Person Signing Signature April 2, 2004 Date Total number of pages including cover sheet, attachments, and document:

04/08/2004 BYRNE 00000023 1169014 40.00 OP 1300.00 OP

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

TRADEMARK REEL: 002943 FRAME: 0522

INVENSYS SYSTEMS, INC.

SCHEDULE A

4.A. Trademark Application Numbers:

None

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
FOXBORO Stylized Letters	526,030/71-568,053	02 November 48
D/P CELL Stylized Letters	598,746/71-658,261	21 December 53
FOX	992,481/72-439,558	27 November 72
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CONNOISSEUR	1,635,316/73-767,979	08 December 88
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THE INTELLIGENT AUTOMATION PEOPLE	1,690,516/73-835,259	31 October 89
PRO/II	1,608,947/74-001,896	16 November 89
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HOT LINKS	1,973,223/74-433,690	08 September 93
FOXBORO	1,909,840/74-527,193	18 May 94
PROVISION	1,972,230/74-534,033	06 June 94
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AVANTIS	2,188,343/75-187,395	25 October 96
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ROMEO	2,254,059/75-230,557	24 January 97
VISUAL FLOW	2,310,204/75-296,186	22 May 97
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AIM-SUPERVISOR	2,431,966/75-392,490	18 November 97
SEVA	2,333,903/75-979,023	23 December 97
FACTORYSUITE	2,396,741/75-431,610	10 February 98
DYNSIM	2,784,513/75-717,528	01 June 99

IASTORE.COM and Design	2,751,639/76-009,239	24 March 00
SIM4ME	2,687,141/76-126,416	12 September 00
ARCHESTRA	2,743,453/76-232,643	29 March 01
PERCEPTOR	2,578,434/76-299,374	13 August 01
DESIGN ONLY ("apvexpress.com")	2,576,180/76-320,213	02 October 01
ARPM	2,664,533/76-322,137	05 October 01
TRILOGGER	2,681,964/78-098,704	17 December 01
SUITEVOYAGER	2,683,869/78-124,417	26 April 02
EVERY SYSTEM IN YOUR PLANT, WORKING IN CONCERT	2,797,771/78-209,501	31 January 03
IN.SITE	2214964/2214964	25 March 96
PRISM	1675711/73-813397	07 July 89

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Invensys Systems, Inc. (the **Grantor**), a Massachusetts corporation whose principal place of business is located at 33 Commercial Street, Foxboro, Massachusetts 02035, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the **Trademark Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.
4. This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

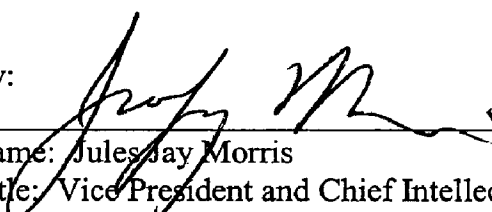
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent has caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

Grantor

Invensys Systems, Inc.

By:


Name: Jules Jay Morris
Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

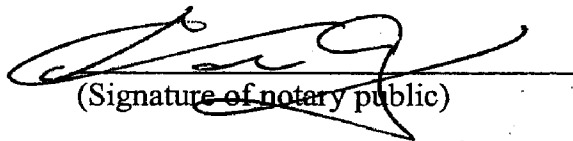
By:

Name:
Title:

Commonwealth of Massachusetts

County of Suffolk

On this 1st day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Invensys Systems, Inc., with authority to do so.



(Signature of notary public)

My commission expires: 4/11/2008

IN WITNESS WHEREOF, the Grantor and the Security Agent has caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the ___ day of April, 2004.

Grantor

Invensys Systems, Inc.

By:

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:

Name: J. BEUNE S. MALONE

Title: authorised signatories

NY1:124877802QRK@021.DOC54131.0014

TRADEMARK
REEL: 002943 FRAME: 0530

CHEESWRIGHTS

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR
Telephone: 020 7623 9477 (or) 07000 NOTARIES

Facsimile: 020 7623 5428
E-mail: notary@cheeswrights.co.uk
www.cheeswrights.co.uk
DX 627/London City EC3

KINGDOM OF ENGLAND)

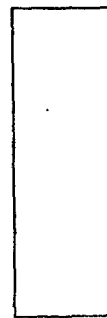
) s.s.

CITY OF LONDON)

On this second day of April in the year two thousand and four before me JEREMY BROOKER BURGESS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn personally came and appeared JASON BRUHL and SEAN MALONE who, being by me duly sworn, did depose and say that they reside at London, England; that they are authorized signatories of DEUTSCHE BANK AG LONDON, the corporation described in and which executed the annexed instrument; that they were duly authorized to sign the said instrument and so signed it; and that the said corporation delivered the same as its act and deed.



Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life



N P Ready
Ruth M Campbell J B Burgess E Gardiner
A J Claudet I A Rogers

and at: 29th Floor One Canada Square Canary Wharf London E14 5DY Telephone: 020 7712 1565 Facsimile: 020 7712 1501

TRADEMARK
REEL: 002943 FRAME: 0531

SCHEDULE A**Trademarks**

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