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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇄ ⇄ ⇄ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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): INTERWAVE TECHNOLOGY, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Pennsylvania</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>ROCKWELL AUTOMATION, INC.</u> Internal Address: <u>Legal Department</u> Street Address: <u>1201 South Second Street</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53204-2496</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 29, 2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/067, 780</u> <u>78/067, 778</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) _____		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William R. Walbrun, Esq.</u> Internal Address: _____ <u>ROCKWELL AUTOMATION, INC.</u> <u>Legal Department</u> Street Address: _____ <u>1201 South Second Street</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53204-2496</u>			6. Total number of applications and registrations involved: <input type="text" value="2"/>		
			7. Total fee (37 CFR 3.41): \$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>01-0857</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Linda K. Jansen</u>  <u>April 2, 2003</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <input type="text" value="3"/>					

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

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS Interwave Technology, Inc., a corporation organized and existing under the laws of the State of Pennsylvania ("Assignor"), desires to assign to Rockwell Automation, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee"), Assignor's entire right, title and interest in and to the Business Intellectual Property (the "Business Intellectual Property") as defined in and pursuant to the terms of an Asset Purchase Agreement ("the Agreement") by and between Rockwell Automation, Inc. and Interwave Technology, Inc.

WHEREAS, Assignor is owner of, or has rights in, the Business Intellectual Property,

NOW, THEREFORE, in consideration of the transactions contemplated by the Agreement and for other good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, convey and transfer unto Assignee or its designee, Assignor's entire right, title and interest in and to the Business Intellectual Property and any other Intellectual Property sold or conveyed by Assignor to Assignee under the Agreement, subject to and excluding licenses of the Business Intellectual Property granted to third parties by Assignor prior to the date of this Assignment, the same to be held and enjoyed by Assignee or its designee, its successors, assigns or other legal representatives, for its own use and advantage, and for the use and advantage of its successors, assigns or other legal representatives to the end of the term or terms of such Business Intellectual Property, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including all rights to profits and damage by reason of past infringement of the Business Intellectual Property by any party or parties, with the right to sue and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representative.

Assignor hereby appoints Assignee its attorney-in-fact to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which the Business Intellectual Property subsists, granting or confirming the rights granted herein, but only to the extent of those rights granted herein in connection with the Business Intellectual Property. To the extent that any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

Attached and made part of this Intellectual Property Assignment is Schedule 6.6(a) from the Agreement that lists some, but not all, of the Business Intellectual Property assigned under this Assignment relating to patents, patent applications, patent and invention disclosures available for filing, mask work and copyright applications and registrations, and trademarks and trademark applications and registrations.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on this 29th day of January, 2003.

INTERWAVE TECHNOLOGY, INC.

By: Jonathan J. Kall

Name: Jonathan J. Kall

Title: President, Interwave

TRADEMARK

REEL: 002627 FRAME: 0734

Schedule 6.6(a) - Proprietary Rights
Trademark Holdings
As of Closing Date

Mark	Serial # Registration #	Class	Goods/Services
8666 INTERWAVE COORDINATOR	78/067,780	9	Sale of software applications for use in developing and integrating supply chain management manufacturing information and manufacturing systems
8667 IMPACT	78/067,778	42	Independent software consulting services modeled to follow a repeatable life cycle business methodology that supplies clients with qualification, organizational evaluation, project and software development, implementation and deployment process that are used for implementing manufacturing supply chain information solutions
8668 INTERWAVE TECHNOLOGY, INC.	78/067,772	42	Independent consultation and systems integration services using software and web-based tools for employment in internal supply chain manufacturing solutions
8669 INTERWAVE TECHNOLOGY, INC. & Design	78/067,775	42	Independent computer consultation and computer systems integration services, using software and web-based tools, in the fields of internal and external supply chain manufacturing

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REEL: 002627 FRAME: 0735

RECORDED: 04/02/2003