

07-02-2003

FORM PTO-1594

(Rev. 3/01)

OMB No. 0651-0027 (exp. 5/31/2002)

6-30-23

RECORDAT

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102487436

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Atty Dkt No.

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

1. Name of conveying party(ies):

Pratt & Whitney Measurement Systems, Inc.

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other

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

2. Name and address of receiving party(ies)

Name: Siemens Energy & Automation, Inc.

Internal Address: 3333 Old Milton Parkway
Street Address:

City: Alpharetta State: GA ZIP: 30005

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State
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
[X] Security Agreement Change of Name
Other

Execution Date: March 26, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 560,212; 706,236

Additional numbers attached? Yes No

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

Name: Elsa Keller

Internal Address:

Siemens Corporation

Intellectual Property Department

Street Address: 170 Wood Avenue South

City: Iselin State: NJ ZIP: 08830

6. Total number of applications and registrations involved:

7. Total Fee (37 CFR 3.41) \$ 65.00

- Enclosed
[X] Authorized to be charged to deposit account

8. Deposit Account No.

19-2179

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.

Jose R. de la Rosa
Name of Person Signing
Reg. No. 34,810

Signature

6/26/03
Date

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

OFFICE OF PUBLIC RECORDS
2003 JUN 30 PM 4:33
FINANCE SECTION

07/01/2003 EC00PER 00000121 560212 40.00 DA

07/01/2003 EC00PER 00000121 192179 560212

01 FC:8521 40.00 DA
02 FC:8522 35.00 DA

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Mail Stop: Assignments

P.O. Box 1450

Alexandria, VA 22313-1450

TRADEMARK
REEL: 002768 FRAME: 0591

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement") dated as of March 26, 2003, and executed and delivered by Pratt & Whitney Measurement Systems, Inc., a Connecticut corporation ("Debtor"), in favor of Siemens Energy & Automation, Inc., a Delaware corporation (the "Secured Party"), and.

WITNESSETH

WHEREAS, Debtor has executed in favor of the Secured Party that certain Promissory Note dated as of March 26, 2003 (the "Note"), pursuant to which the Secured Party has agreed to extend certain financial accommodations to Debtor subject to the terms of the Note (the "Indebtedness");

WHEREAS, it is a condition to the Secured Party's extension of such financial accommodations under the Note that Debtor execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Security Interest.** To secure the prompt and complete payment of the Indebtedness, debtor hereby collaterally assigns and grants to the Secured Party a security interest in the "Pratt & Whitney" trade and service mark, registered in the United States Patent and Trademark Office (USPTO) as Trademark No. 706,236; and the "P&W" logo, registered in the USPTO as Trademark No. 560,212 (together called the "Collateral").

2. **Restrictions on Future Agreements.** Debtor shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in the Collateral to any third party; except that so long as Debtor is not in default under the Note, Debtor may enter into license or royalty agreements with respect to the Collateral in the ordinary course of business. Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action by any third party, that would adversely affect the validity or enforceability of the rights in the Collateral transferred by Debtor to the Secured Party.

3. **Termination of Collateral Assignment and Security Interest.** This Agreement is made for collateral security purposes only. Upon payment in full of the Indebtedness, this Agreement shall terminate, and the Secured Party shall execute and deliver to Debtor, at Debtor's sole cost and expense, all termination statements, releases, reassignments and other instruments as Debtor may reasonably request to terminate the Secured Party's security interest in, and collateral assignment of, the Collateral. Any affidavit, certificate or other written statement of an officer of the Secured Party, stating that the Indebtedness has not been paid in full, shall constitute conclusive evidence of the continuing effectiveness of this Agreement, and

any third party receiving such affidavit, certificate or statement, may, and hereby is authorized to, rely thereon.

4. **Debtor's Additional Obligations.** Debtor shall take all reasonable and necessary action to preserve and maintain Debtor's rights in the Collateral, including without limitation, making timely filings with the USPTO for renewals and extensions and diligently monitoring unauthorized use of the Collateral. All expenses incurred in connection with the foregoing shall be borne by Debtor. If the Collateral is infringed by any third party, Debtor shall notify the Secured Party promptly after Debtor learns thereof. At the Secured Party's request, if such infringement could reasonably be expected to result in a material adverse effect, Debtor at its sole cost, shall promptly take appropriate actions to stop the infringement and to recover damages for such infringement as shall be appropriate under the circumstances to protect the Collateral. Nothing in this section shall be construed as limiting Debtor's ability to pursue any activity it deems infringing, regardless of the Secured Party's acquiescence or concurrence.

5. **Rights upon Default.** If Debtor defaults under the Note, the Secured Party shall have the right, but not the obligation, to bring suit to enforce its rights pertaining to the Collateral. If the Secured Party shall commence any such suit, Debtor shall cooperate fully to the extent requested by the Secured Party in aid of enforcement. If the Collateral is sold, the proceeds from the sale shall be applied as follows: first, to the payment of all reasonable costs and expenses in connection with the sale; second, to the payment of interest due under the Note; third, to the payment of the principal due under the Note; and fourth, to Debtor or Debtor's account.

6. **Waiver of Bond.** Debtor waives the posting of any Bond or other security that might be required by a court of law prior to the exercise of any of the Secured Party's remedies set forth herein.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on next page.]

