

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sequencia Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Delaware
- Other _____

Citizenship (see guidelines) _____

Execution Date(s) 10/24/2000

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Allen-Bradley Company, LLC

Internal

Address: Legal Department

Street Address: 1201 South Second Street

City: Milwaukee

State: Wisconsin

Country: United States Zip: 53204-2496

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2648069 and 2645129

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

OPEN BATCH and SPRODUCTION

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

Name: William R. Walbrun, Esq.

Internal Address: Rockwell Automation, Inc.
Legal Department

Street Address: 1201 South Second Street

City: Milwaukee

State: Wisconsin Zip: 53204-2496

Phone Number: (414) 382-1314

Fax Number: (414) 382-3900

Email Address: lkjansen@ra.rockwell.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 01-0857

Authorized User Name Linda K. Jansen

9. Signature:

Linda K. Jansen
Signature

July 2, 2004

Date

Linda K. Jansen

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$65.00 010857 2648069

CONFORMED COPY

ASSET PURCHASE AGREEMENT

by and between

ALLEN-BRADLEY COMPANY, LLC

and

SEQUENCIA CORPORATION

Dated as of October 24, 2000

TRADEMARK

REF: 002885 FRAME: 0070

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SCHEDULES

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- Schedule 8.1(b) - Vested Option Gross-Up
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- Schedule 9.1 - Business Employees and Accrued Vacation

EXHIBITS

- Exhibit A - Form of Marketing Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of October 24, 2000 by and between ALLEN-BRADLEY COMPANY, LLC, a Delaware limited liability company ("Buyer"), and SEQUENCIA CORPORATION, a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, Seller, among other things, is engaged in the Business (as defined herein);

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Assets (as defined herein), and Seller desires to transfer, and Buyer desires to assume, the Assumed Liabilities (as defined herein), all pursuant to the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Action" means any action, suit, arbitration, mediation, investigation or other proceeding by or before any arbitrator, mediator, court or other Governmental Entity.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Asset Purchase Agreement, as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Assets" shall have the meaning set forth in Section 2.1(a).

"Assumed Liabilities" shall have the meaning set forth in Section 3.1.

"Batch Application Products" means software modules which perform supervisory sequencing for batch control and plant floor automation, including control recipe

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(c) Honeywell Notice. Buyer agrees to promptly send a notice of assignment and assumption by Buyer of the Batch Software OEM and License Agreement between Seller and Honeywell dated as of September 5, 2000 (the "Honeywell OEM Agreement") substantially in the form delivered to Seller.

Section 8.3. Further Assurances. From time to time, as and when requested by any party hereto, the other parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such reasonable actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 8.4. Access to Information. From and after the Closing, (a) Buyer will make or cause to be made available to Seller, its agents and employees all business records and files constituting Assets and (b) Seller will make or cause to be made available to Buyer and its agents and employees all business records and files of Seller not constituting Assets (in each case, other than information which is legally privileged, subject to confidentiality obligations to third parties or the provision of which is prohibited by law) during regular business hours as may be reasonably necessary for (A) preparing tax returns and financial statements and responding to tax audits covering operations and transactions at or prior to the Effective Time, (B) investigating, settling, preparing for the defense or prosecution of, defending or prosecuting any Action, (C) preparing reports to stockholders and Government Entities or (D) such other purposes for which access to such documents is reasonably necessary; provided, however, that access to such business records and files will not unreasonably interfere with or adversely affect the normal operations of Buyer, Seller or any of their respective Affiliates.

Section 8.5. Use of Names, Trademarks, etc.

(a) From and after the Effective Time, Buyer shall have all rights in and, except as provided in the Marketing Agreement, use of the names rpmSeries, oBatch, eProcedure, sProduction and mTrack, including all trade names, trademarks, service marks, scripts, type fonts, forms, styles, logos, designs, devices, trade dress, symbols and other forms of trade identity including such names, and all derivatives thereof.

(b) From and after the Effective Time, Seller shall have all rights in and, except as provided in the Marketing Agreement or Section 8.5(c) or 8.5(d) of this Agreement, use of the names Sequencia, processPoint, sRecipe and gRecipe, including all trade names, trademarks, service marks, scripts, type fonts, forms, styles, logos, designs, devices, trade dress, symbols and other forms of trade identity including such names, and all derivatives thereof.

(c) Seller hereby grants to Buyer a non-exclusive, non-transferable (other than by way of sublicenses to Buyer's Affiliates) license to utilize without obligation to pay royalties to Seller the name "Sequencia" in connection with (i) existing product literature for a period of three months after the Closing Date and (ii) existing source code for a period of six months after the Closing Date, in each case in the same manner and to the same extent as the name "Sequencia" was used by Seller at any time within the three year period preceding the Closing Date; provided, however, that Buyer will use its reasonable best efforts to cause the product

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered
by each of the parties hereto on the date first hereinabove written.

ALLEN-BRADLEY COMPANY, LLC

By /s/ Kim Rasmussen
Name: Kim Rasmussen
Title: Business Manager, Process Business

SEQUENCIA CORPORATION

By /s/ Robert G. Pape
Robert G. Pape, Chief Executive Officer

Schedule 2.1(a)**ASSETS****I. Fixed Assets (see attached list)**

Schedule 2.1(a)(1); Equipment (together with any rights, claims and interests arising out of any maintenance or service contracts relating thereto or the breach of any express or implied warranty by the manufacturers or sellers thereof)

Schedule 2.1(a)(2); Furniture Leaseholds

Schedule 2.1(a)(3); Furniture Leaseholds (Cincinnati)

II. Seller Contracts (see attached list)**III. Business Intellectual Property (see attached list)****IV. Books and Records**

All financial, accounting, operating, design, manufacturing, test and other data and records (in each case, in whatever form or medium, including, without limitation, electronic media), and other similar property, rights and information solely relating to the "Assets" or Assumed Liabilities.

V. Causes of Action

All causes of action, choses in action, lawsuits, judgments, claims, rights under express or implied warranties, guarantees, indemnities and similar rights in favor of Seller, rights of recovery, rights of set-off, rights of subrogation and all other rights and demands of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise to the extent related to the Assets.

VI. Goodwill

All goodwill and going concern value of the Business.

Capitalized terms used herein shall have the meaning set forth in the Asset Purchase Agreement by and between Allen-Bradley Company, LLC and Sequencia Corporation dated as of October 24, 2000.

Report Editor (OBEP)
Server Test - .bat files
View Security (OBVS)

Release Plans

Release Plan - OB Chico
Release Plan - EB Ambrosia
Release Plan - Groucho

Trademarks - Common Law

EnterpriseBatch
OpenBatch
OpenBatch Enterprise Edition
OpenBatch Professional Edition
OpenBatch Standard Edition

OpenDCS
OpenGraf
OpenMES
Sequencia oBatch
mTrack
eProcedure
sProduction
PID
rpmSeries

Web Addresses

www.OpenBatch.com
www.EnterpriseBatch.com
www.Procedure Manager.com
www.InBatch.com, www.InBatch.net, www.InBatch.org
www.Production-Manager.com

800 Numbers

1-602-896-3830