

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (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):**

E.J.A. Engineering Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Execution Date(s) 09/13/1999

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: E.J.A. Limited  
 Internal Bancharth Works  
 Address: Ormside Close  
 Street Address: Hindley Green Industrial Estate Wigan  
 City: Lancaster WN 2 4 HR

State: \_\_\_\_\_  
Country: United Kingdom Zip: \_\_\_\_\_

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship United Kingdom
- 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)  
1600521; 2098855

Additional sheet(s) attached?  Yes  No

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

Guardmaster and Soldier Device

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

Name: William R. Walbrun

Internal Address: \_\_\_\_\_  
Rockwell Automation, Inc.

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 Jansen

9. Signature: Linda K. Jansen  
Signature

8/5/2004  
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 1450, Alexandria, VA 22313-1450

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ASSET TRANSFER AGREEMENT



THIS AGREEMENT is made the Thirtieth day of September 1999 between:

- EJA ENGINEERING LIMITED Reg. No. 2674264 ("the Seller") and
- Guardmaster Limited which has passed a shareholder resolution to change its name with effect from 1st October 1999 EJA LIMITED Reg. No. 1185633 ("the Buyer")

both of whose registered offices are at 68 Suttons Business Park, Sutton Park Avenue, Reading, Berkshire RG6 1AZ.

INTRODUCTION:

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property": all industrial and intellectual property rights, if any, of the Seller including (by way of illustration and without limitation) patents, trade marks and service marks (whether registered or unregistered), registered and unregistered designs, and any pending applications for any of the foregoing in any part of the world; copyright in all drawings, specifications, designs and computer software owned and used by the Seller for the purpose of the Operations and all other copyrights of the Seller; and all trade secrets, know-how and other confidential information so owned and used;

[REDACTED]

[REDACTED]

[REDACTED]

"Transfer Date" the close of business on 30th September 1999.

2. Sale and Purchase of Assets

With effect from the Transfer Date, the Seller hereby sells and the Buyer hereby purchases from the Seller the following assets owned or controlled by the Seller in the Operations ("the Assets"):-

2.1 the goodwill of the Seller in connection with the Operations, including but not limited to the right for the Buyer to represent itself as carrying on the Operations from such date as is notified to the Seller;

2.2 all stocks of consumables, materials and all other such goods held used or owned by the Seller in connection with the Operations;

2.3 all right, title and interest of the Seller in and to any real property, including specifically the freehold title of premises known as Elmfield Works, 1000 Elmfield Close, Elmfield Green, Wisan and to land on the south side of Elmfield Close and the west side of Elmfield Road, Kingley Green, registered at HM Land Registry with reference numbers GM678580 and GM629100;

2.4 the benefit, subject to the burden, of the Contract

2.5 the equipment

2.6 the Business

2.7 all rights in respect of unpaid expenses of the Seller in connection with the Operations;

2.8 the cash held at bank

2.9 all Intellectual Property;

2.10 ~~the customer list, books, records, information, and other assets of the Seller~~

2.11 ~~the Seller's right to use the name of the Seller in connection with the business~~

2.12 all other assets of the Operations not otherwise specified in the Schedule of Assets.

3. Transfer of Liabilities

3.1 The Seller shall be responsible for all liabilities of the Seller, including but not limited to, all taxes, debts, and obligations, which are due or accrued as of the date of the Transfer, and which are not discharged or satisfied by the date of the Transfer.

3.2 The parties shall be responsible for all liabilities of the Seller, including but not limited to, all taxes, debts, and obligations, which are due or accrued as of the date of the Transfer, and which are not discharged or satisfied by the date of the Transfer, with the exception of those liabilities which are specifically assumed by the Buyer.

3.3 The Buyer shall be responsible for all liabilities of the Seller, including but not limited to, all taxes, debts, and obligations, which are due or accrued as of the date of the Transfer, and which are not discharged or satisfied by the date of the Transfer, with the exception of those liabilities which are specifically assumed by the Seller. The Buyer shall be responsible for the payment of all taxes, debts, and obligations of the Seller, including but not limited to, all taxes, debts, and obligations, which are due or accrued as of the date of the Transfer, and which are not discharged or satisfied by the date of the Transfer.

4. Consideration

4.1 The Buyer shall pay to the Seller the sum of \$[redacted] as consideration for the Assets, less the book value of the Assets, on a regular monthly basis starting on [redacted] and continuing until the date of the Transfer.

4.2 The amount of the Consideration determined shall be agreed between the parties and shall be left outstanding as debt due from the Buyer to the Seller on or before the date of completion of the Acquisition. PROVIDED that if the amount of the Consideration is not so determined by 30th June 2000 it shall be determined by such firm of independent chartered accountants as the parties may agree or, in default of agreement, as may be nominated, on the application of either party, by the President for the time being of the Institute of Chartered Accountants of England and Wales, such firm acting as experts and not as arbitrators and whose determination or certificate shall be final and binding on the parties.

4.3 The Buyer and Seller being members of the same Value Added Tax group, the parties acknowledge that VAT is applicable to the transaction effected by this Agreement.

5. Transfer and Delivery of Assets

When effect is given to the transfer of the Assets, all rights in and to the Assets shall pass to the Buyer (notwithstanding that the Seller herself retained certain rights and interests) and shall be available to the Buyer as if they were the property of the Seller.

6. Transfer of Contracts

6.1 The Seller hereby assigns to the Buyer all rights and obligations arising under the Contracts. The Buyer shall be bound in respect of the Seller's obligations and duties under the Contracts as if such contracts were its own.

6.2 To the extent that any third party consent or approval is required for the transfer to the Buyer of the benefit of any Contract and the consent or approval has not been obtained from the Third Party, the Seller shall be bound to obtain such consent or approval.

6.2.1 This agreement shall not constitute an assignment or attempted assignment of a Contract and the Contract shall not be broken by an assignment or attempted assignment of the Contract.

6.2.2 the assignment of such Contract shall be conditional upon such consent, with the Seller shall use its reasonable endeavours to obtain as soon as practicable;

6.2.3 until such time as such consent or approval is received to the satisfaction of the Buyer, the Seller shall be deemed to be acting on behalf of the Buyer. The Seller shall perform the relevant Contract on behalf of the Buyer, provided that, and whatever the Buyer is liable for its performance, the Seller shall perform the Contract on behalf of the Seller, the Seller itself shall perform it and shall indemnify and hold the Seller harmless from any costs incurred by it in the course of such performance.

7. Assignment of Receivables

To the extent that the assignment of receivables pursuant to the agreement requires the consent of a third party, the Seller and Buyer shall jointly endeavour to procure such consent. In the event that such consent cannot be obtained, the Seller agrees that it will collect the relevant Receivable in its own name, but for the account of the Buyer. The Seller hereby assigns all rights which arise in connection with the Receivable after the Transfer Date and the Buyer accepts such assignment.

8. Transfer of Employees

The parties acknowledge that in accordance with, but subject as otherwise provided by) applicable legislation, all of the Seller's rights, duties, powers, liabilities and obligations (including without limitation, with respect to the provision of old age pensions) in respect of contracts of employment with the employees of the Operations in force immediately prior to the Transfer Date shall, with effect from the Transfer Date, continue to have effect as if the original parties had been an employee(s) and the Buyer.

9. Transitional Agency

9.1 The parties hereby acknowledge that, to assist in the orderly transition, it may be expedient that the Seller continue, for an indefinite period, with the Buyer's consent, to carry out certain specified operations on its own name and in any event that this occurs, the Seller hereby agrees to act as the Seller's sole secretary, bookkeeper, and as an agent for the Buyer and in accordance with any and all instructions given from time to time by the Buyer.

9.2 To assist in such transitional operations by the Seller, the Buyer shall make available to the Seller, free of charge, such assets and employees transferred to the Buyer pursuant to the agreement as the Buyer shall determine.

9.3 The Buyer shall indemnify the Seller and hold the Seller harmless from and against all claims, demands, and expenses suffered or incurred in any such transitional operations.

10. General

10.1 This Agreement shall be binding on and extend to the benefit of the successors and assigns of each of the parties.

10.2 Upon and after the Transfer Date, the Seller shall do all such acts and shall sign, complete and deliver all such deeds and documents as may be necessary to give effect to the terms of this agreement, to place control of the Operations in the hands of the Buyer and, as the Buyer may require, in order effectively to assign, convey, transfer, vest and reconvey title to each of the Assets into the Buyer's name or as it directs, and, pending the foregoing, the Seller shall as from the Transfer Date hold the legal title in the Assets in trust for the Buyer.

10.3 No delay or failure on the part of either party to this Agreement to exercise any right or remedy in respect of any provision of the Agreement shall operate as a waiver of such right or remedy.



10. If any part or provision of this Agreement shall be, or be held by any competent court to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts or provisions of this Agreement.

15. This agreement shall be governed and construed in accordance with English law.

IN WITNESS whereof the parties have caused this Agreement to be entered into on the date first written above by their duly authorised representatives.

**SCHEDULE**  
**The Excluded Items**

1. All the Seller's right, title and interest in and to the issued shares of :
  - Guardmaster Sarl, incorporated in France with registered No.B398 889 899;
  - Guardmaster Sicherheitstechnik GmbH, incorporated in Germany with registered No.1738DB42853;
  - Guardmaster Limited, incorporated in England with registered No.1185633;
  - Sigma Controls Limited, incorporated in England with registered No.2671754;
  - Nelsa Limited, incorporated in England with registered No.1307638
  - Dove Electronic Systems Limited, incorporated in England with registered No.1645752;
  - Hans Bernstein (UK) Limited, incorporated in England with registered No.1381720
2. The amount owing on inter-company account as at the Transfer Date from Guardmaster Sicherheitstechnik GmbH to the Seller.

For and on behalf of  
**EJA ENGINEERING LIMITED**

By: R. Wardley  
Title: Director Secretary

By: [Signature]  
Title: Director

For and on behalf of  
**Guardmaster Limited, in the course of a name-change to EJA LIMITED**

By: R. Wardley  
Title: Director Secretary

By: A. M. Thomson  
Title: Director