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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 Building Systems, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 1, 2004

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

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: 62

7. Total fee (37 CFR 3.41) \$ 1,565.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

16/0085

DO NOT USE THIS SPACE

9. Signature.

04/08/2004 BY: [unclear] 1129063

Name of Person Signed [unclear] 1525.00 00

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

April 2, 2004

Date

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

APR 2 5 11 7:06 PM 2004 DPR/FINANCE

INVENSYS BUILDING SYSTEMS, INC.

SCHEDULE A

4.A. Trademark Application Numbers:

None

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
BARBER-COLMAN	1129863/73-172,587	31 May 78
BARBER COLMAN STYLIZED LETTERS	575,926/71-624,627	07 February 52
NETWORK 8000	1,688,780/74-063,493	29 May 90
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ULTRA DRIVE AND DESIGN	2,473,505/76-073,970	20 June 00
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THE SIMULATOR	1,312,283/73-456,103	08 December 83
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HEXTRAN	1,399,220/73-508,451	13 November 84
PIPEPHASE	1,399,883/73-508,450	13 November 84
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TRICONEX	1,591,747/73-766,055	28 November 88
CONNOISSEUR	1,635,316/73-767,979	08 December 88
I/A SERIES	1,618,495/73-803,150	30 May 89
I/A SERIES	1,621,647/73-803,083	30 May 89
I/A SERIES	1,816,148/73-803,549	30 May 89
THE INTELLIGENT AUTOMATION PEOPLE	1,690,516/73-835,259	31 October 89
PRO/II	1,608,947/74-001,896	16 November 89
WONDERWARE and Design	1,799,092/74-004,981	24 November 89
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FOXBORO	1,712,339/74-165,601	13 May 91
EXACT	1,721,541/74-165,662	13 May 91
FOXWATCH	1,916,812/74-168,052	20 May 91
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
WONDERWARE	1,982,322/74-671,708	09 May 95
PQMS	2,427,729/74-704,907	24 July 95

OPEN YIELD	2,159,929/75-125,919	26 June 96
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AVANTIS	2,188,343/75-187,395	25 October 96
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MICRO-I/A	2,339,497/75-224,760	13 January 97
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VISUAL FLOW	2,310,204/75-296,186	22 May 97
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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
I/ASTORE.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

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Invensys Building Systems, Inc. (the **Grantor**), a Delaware corporation whose principal place of business is located at 1354 Clifford Avenue, Rockford, IL 61111, 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 have 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 BUILDING 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

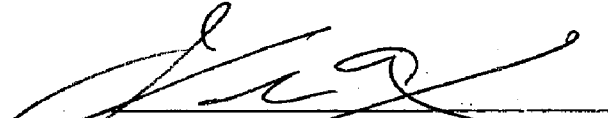
By:

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 Building Systems, Inc., with authority to do so.



(Signature of notary public)

My commission expires: 4/1/2008

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Grantor

INVENSYS BUILDING SYSTEMS, INC.

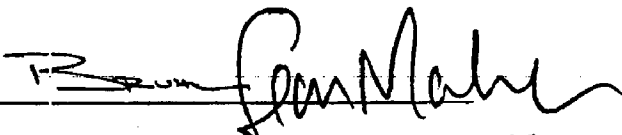
By:

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. BEVILLE, S. MALONE
Title: authorised signatories

NY1:A124877703VQRK9031.DOC54131.0014

TRADEMARK
REEL: 002942 FRAME: 0368

SCHEDULE A**Trademarks****INVENSYS BUILDING SYSTEMS, INC.**

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