

04-23-2004

**Thelen Reid & Priest LLP**

*Attorneys At Law*

Kelly M. Slavitt  
212.603.6553 Direct Dial  
212.829.2134 Direct Fax  
kslavitt@thelenreid.com



102728181

875 Third Avenue  
New York, NY 10022-6225  
Tel. 212.603.2000  
Fax 212.603.2001  
www.thelenreid.com

4/21/04

April 16, 2004

**VIA CERTIFIED MAIL**

U.S. Patent and Trademark Office  
USPTO  
Box Assignment  
Washington, D.C. 20231

Dear Sir:

On behalf of Metso Automation USA Inc., please accept this cover sheet for the filing of the attached Assignment of Trademarks in accordance with your rules:

(1) Name of conveying party: Invensys Systems, Inc. (a Delaware corporation)

(2) Name and address of party receiving the interest:

Metso Automation USA Inc.  
44 Bowditch Drive  
Box 8044  
Shrewsbury, Massachusetts 01545

(3) Description of interest conveyed: Trademarks

(4) Identification of interests involved:

US Registration	<u>2069534</u>	WINGEMS
US Registration	2067076	FACTNET
US Registration	2137871	PACSIM
US Registration	76/144704	AQC
US Registration	76/144705	ADVANCED QUALITY CONTROL

APR 21 AM 7:44  
OPR/FINANCE

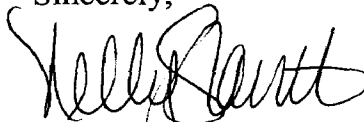
04/22/2004 MGETACHE 00000002 2069534  
01 FC:8521 40.00 DP

(5) Name and address of party to whom correspondence concerning the document should be mailed:

Douglas D. Dunn  
Metso Automation USA Inc.  
44 Bowditch Drive  
Box 8044  
Shrewsbury, Massachusetts 01545

(6) Date of execution of the Patent Assignment: March 31, 2004

Sincerely,



Kelly M. Slavitt

KMS/  
Enclosure

NY #590201 v1

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of March 31, 2004 (the "Effective Date") by and between Invensys Systems, Inc. a Delaware corporation, ("Assignor"), and Metso Automation USA Inc. a Delaware corporation, ("Assignee") (collectively, the "Parties") pursuant to the Asset Purchase Agreement between the Parties dated March 31, 2004 (the "Asset Purchase Agreement").

**WITNESSETH:**

WHEREAS, pursuant to the Asset Purchase Agreement the Assignee has acquired all of the Assignors' right, title and interest in and to all of the trademarks and/or service marks that are comprised within Schedules 2.1.5 and 4.9 as reproduced in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, the intent of this Assignment is to effectuate the transfer of the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignors' right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist in relation to any of the Assigned Trademarks, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. This Assignment is intended to be an absolute assignment and not by way of security.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

**INVENSYS SYSTEMS, INC.**

**METSO AUTOMATION USA INC.**

By: Jay S. Ehle

By: \_\_\_\_\_

Name: Jay S. Ehle

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

State of Mass )

ss.:

County of Suffolk )

On the 30<sup>th</sup> day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: 10/9/2009

Dated: 3/30/2004

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of March 31, 2004 (the "Effective Date") by and between Invensys Systems, Inc. a Delaware corporation, ("Assignor"), and Metso Automation USA Inc. a Delaware corporation, ("Assignee") (collectively, the "Parties") pursuant to the Asset Purchase Agreement between the Parties dated March 31, 2004 (the "Asset Purchase Agreement").

**WITNESSETH:**

WHEREAS, pursuant to the Asset Purchase Agreement the Assignee has acquired all of the Assignors' right, title and interest in and to all of the trademarks and/or service marks that are comprised within Schedules 2.1.5 and 4.9 as reproduced in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, the intent of this Assignment is to effectuate the transfer of the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:


Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignors' right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist in relation to any of the Assigned Trademarks, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. This Assignment is intended to be an absolute assignment and not by way of security.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

**INVENSYS SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

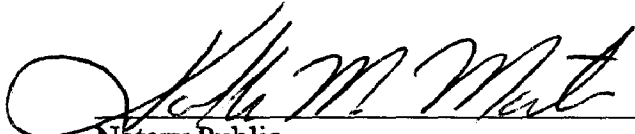
**METSO AUTOMATION USA INC.**

By:   
Name: Douglas D. Dunn  
Title: Vice President  
Finance and Administration

State of Massachusetts ss.:

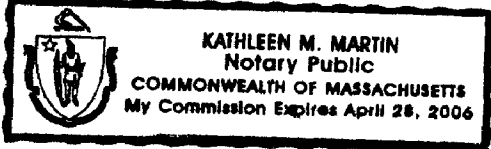
County of Worcester

On the 31 day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas D. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

My commission expires: 4/28/04

Dated: 3/31/04



# SCHEDULE I

## ASSIGNED TRADEMARKS

### 1. WINGEMS

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2069534

Class 9 - Computer application software for use in modeling and simulating manufacturing processes for the purpose of designing evaluating and troubleshooting existing and new processes, plants and equipment, and for the training of operation control personnel.

### 2. FACTNET

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2067076

Class9- Computer application software for use in analyzing, troubleshooting, controlling and optimizing manufacturing processes

### 3. PACSIM

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2137871

Class 9- Computer application software for engineering and training services for the simulating, analysis, troubleshooting, control and optimization of manufacturing processes, including data collection, analysis and management

### 4. AQC

owned by Pacific Simulation, Inc., application abandoned, U.S. serial no. 76/144704

Class 42- Computer programming for others, software design for others, and computer consultation.

### 5. ADVANCED QUALITY CONTROL

owned by Pacific Simulation, Inc., application abandoned, U.S. serial no. 76/144705

Class 42- Computer programming for others. Software design for others. Computer consultation.