

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Research Laboratories Limited		07/26/2004	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Invensys Energy Management Limited
Street Address:	Carlisle Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1P 1BX
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	75506480	MONOX
Serial Number:	75634393	MONOX

CORRESPONDENCE DATA	
Fax Number:	(508)549-6295
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	508-549-6320
Email:	nicole.linehan@foxboro.com
Correspondent Name:	Nicole Linehan
Address Line 1:	33 Commercial Street
Address Line 4:	Foxboro, MASSACHUSETTS 02035

ATTORNEY DOCKET NUMBER:	MONOX
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nicole Linehan

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 26th day of July 2004, between Central Research Laboratories Limited (No.2684463) whose registered office is at Dawley Road, Hayes, Middlesex UB3 1HH (the "Assignor"), and Invensys Energy Management Limited (No.419388) whose registered office is at Invensys House, Carlisle Place, London SW1P 1BX (the "Assignee").

WHEREAS, Assignor is the sole owner of the trademarks listed in Schedule A attached hereto (the "Trademarks"), and the goodwill of the businesses in connection with which such marks are used; and

WHEREAS, pursuant to the Asset Purchase Agreement dated July 26, 2004, Assignor agreed to transfer to Assignee all of the rights, title, interest and goodwill in and to the Trademarks listed in Schedule A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest in and to the Trademarks that it owns, including all rights to collect all royalties and income generated therefrom, the right to sue and recover for past infringement, the goodwill represented by the Trademarks, and the certificates of registration of the Trademarks.

Assignor shall execute and deliver to Assignee, at Assignor's sole cost and expense, any and all further documents or instruments, with respect to the Trademarks, that the Assignee (or its agents or designees) may reasonably deem necessary to vest in the Assignee (or the Assignee's successors in title or nominees) the Trademarks and all other property rights, title and interests intended to be assigned, transferred or granted to the Assignee under this Assignment and to give the Assignee the full benefit of this Assignment including doing all acts which may be necessary or desirable to record the Trademarks in the name of the Assignee.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same assignment.

Assignor:

CENTRAL RESEARCH LABORATORIES LIMITED

By: [Signature]

Name: R. E. BURGER

Title: DIRECTOR

Notarial Certificate

On this 26 day of July, 2004, before me, the undersigned notary public, personally appeared RUDOLPH EDWARD BURGER on behalf of the Assignor and proved to me to be the person whose name is signed on this document and has the authority of its Board of Directors to act on its behalf, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]

Notary Public, London, England
My Commission Expires: with Life
EDWARD GARDIENR

Assignee:

INVENSYS ENERGY MANAGEMENT LIMITED

By: [Signature]

Name: NIGEL TITLEY

Title: ATTORNEY

Notarial Certificate

On this 26 day of July, 2004, before me, the undersigned notary public, personally appeared NIGEL D ISON TITLEY on behalf of the Assignee and proved to me to be the person whose name is signed on this document and has the authority of its Board of Directors to act on its behalf, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]

Notary Public, London, England
My Commission Expires: with Life
EDWARD GARDINER

Schedule A

TRADEMARKS

Trademark	Country	Reg Number	Status	Date	Renewal Date
Monox (word)	UK	2154456	Granted	23/12/97	22/12/07
Monox (word & device)	UK	2167693	Granted	26/5/98	25/05/08
Monox (word)	Canada	TMA546,603	Granted	14/06/01	13/06/16
Monox (device)	Canada	TMA557,326	Granted	19/8/98	18/8/08
Monox (word, device & slogan)	UK	2202517	Granted	09/07/99	08/07/09
Monox (word)	China	1423302	Granted	21/07/00	20/07/10
Monox (device)	China	1427802	Granted	28/07/00	27/07/10
Monox (word)	Japan	T4391044	Granted	09/06/00	09/06/10
Monox (word)	China	1423301	Granted	21/07/00	20/07/10
Monox (word)	Korea	460	Granted	15/10/99	15/10/09
Monox (device)	Korea	1227	Granted	18/5/00	18/05/10
Monox (word)	Malaysia	98011059	Granted	25/09/98	25/09/08
Monox (word)	Taiwan	924983/919107	Granted	16/01/01	15/12/10
Monox (device)	Taiwan	115196	Granted	16/09/99	15/09/09
Monox (word & device)	Japan	Application: 10-75704	Pending	25/02/04	-
Monox (word)	USA	Application: 75/506,480	Pending	11/11/03	-
Monox (device)	USA	Application: 75/634,393	Pending	15/09/03	-
Monox (word)	CTM	00118585	Granted,	12/04/00	12/04/10
Monox (device)	CTM	001057538	Granted	31/03/00	31/03/10