TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of all security interests by Bankruptcy Court Order

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/30/2005	Canadian Chartered Bank: CANADA
Abelco Finance LLC, As Collateral Agent		06/30/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Robicon Corporation
Street Address:	500 Hunt Valley Drive
City:	New Kensington
State/Country:	PENNSYLVANIA
Postal Code:	15068
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2730027	ASIROBICON
Registration Number:	1633891	I. D. SERIES
Registration Number:	2672624	PROTOPS
Registration Number:	2672625	PROCESS TOLERANT PROTECTION STRATEGY

CH $115.00 2730027

CORRESPONDENCE DATA

Fax Number: (732)590-1635
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (732) 590-6811
Email: orrin.falby@siemens.com
Correspondent Name: Siemens Corporation
Address Line 1: 170 Wood Avenue South
Address Line 2: Intellectual Property Department
Address Line 4: Iselin, NEW JERSEY 08830

ATTORNEY DOCKET NUMBER:	S-US 2150 TM
NAME OF SUBMITTER:	Orrin A. Falby
Signature:	/OAF/
Date:	10/18/2005

Total Attachments: 28
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)

In re:	:	Chapter 11
HIGH VOLTAGE ENGINEERING CORP., et al.,	:	Case Nos. 05-10787 (JNF) (Jointly Administered)
Debtors.	:	

ORDER APPROVING CHAPTER 11 TRUSTEE'S MOTION FOR ORDER, INTER ALIA: (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR ROBICON CORPORATION'S ASSETS TO SIEMENS ENERGY AND AUTOMATION, INC. OR SUCH OTHER WINNING BIDDER FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (B) APPROVING AND AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED EXECUTORY CONTRACTS; (C) AUTHORIZING THE DEBTORS TO PERFORM UNDER TRANSITIONAL INTELLECTUAL PROPERTY LICENSE AGREEMENTS; AND (D) GRANTING RELATED RELIEF

Upon the motion (the "Motion"), of Stephen S. Gray, as the Chapter 11 Trustee (the "Trustee") of the debtors in these jointly administered cases (collectively, the "Debtors"), requesting entry of an order under sections 105(a), 363, 365 and 1146(c) of the Bankruptcy Code and MLBR 6004-1 (this "Sale Order"): (a) approving, among other things, that certain Asset Purchase Agreement, dated as of April 21, 2005 (as amended or modified from time to time, the "Asset Purchase Agreement") among Robicon Corporation, a Pennsylvania corporation, and a Debtor herein ("Robicon") and Siemens Energy and Automation, Inc. ("Siemens") pursuant to which the Trustee has agreed to sell substantially all of Robicon's assets (the "Proposed Sale") to Siemens for $184,500,000, subject to certain closing adjustments, or to the Winning Bidder,[1] if

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[1] To the extent not otherwise defined herein or in the Motion, capitalized terms shall have the meanings ascribed to them in the Asset Purchase Agreement or the Sale Procedures Motion. The Asset Purchase Agreement is attached hereto as Exhibit A.

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different (the "Purchaser"); (b) approving and authorizing the Trustee's assumption and assignment to the Purchaser of certain unexpired leases and executory contracts set forth on Schedule 1.1(c) of the Asset Purchase Agreement (as such schedule may have been amended or modified in accordance with paragraph 20 of the Sale Procedures Order (the "Assumed Executory Contracts"); (c) authorizing the Debtors to enter into and perform under Transitional Intellectual Property License Agreements (as defined in the Asset Purchase Agreement); and (d) granting related relief; and upon the order of this Court dated May 9, 2005 (the "Sale Procedures Order") approving the relief requested in the Trustee's Motion for Order (A) Approving Sale Procedures for Proposed Sale of the Assets of Robicon Corporation, including Payment of Break Up Fee and Expense Reimbursement, (B) Approving Form and Manner of Notice (C) Scheduling a Hearing to Approve the Sale of Robicon's Assets, and (D) Granting Related Relief; and notice of Sale Motion, the Auction, the objection deadline with respect to the Proposed Sale, the Sale Procedures and the Cure Objection Procedures having been given in accordance with the Sale Procedures Order; and/the Trustee having received no Qualified Bids other than that of Siemens; and the Trustee having determined that the final bid of Siemens for the Acquired Assets constitutes the highest or otherwise best bid received at the Auction; and the Trustee, pursuant to the Sale Motion and sections 105(a), 363 and 365 of the Bankruptcy Code, having sought entry of an order: (i) authorizing and approving the sale of the Acquired Assets to the Purchaser, in accordance with the terms and conditions of the Asset Purchase Agreement, a copy of which was filed on April 25, 2005, free and clear of all Liens other than Permitted Liens, with such Liens to attach to the proceeds of such sale, as more fully set forth in the Sale Motion; (ii) authorizing the Trustee to assume, assign and sell to the Purchaser the Assumed Executory Contracts, in accordance with the terms of the Asset Purchase Agreement; (iii) authorizing and approving the Asset Purchase

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Agreement; (iv) authorizing the Trustee, on Robicon's behalf to execute, deliver and perform the Asset Purchase Agreement and to consummate all transactions related to the above; and (v) granting related relief; and objections to the Proposed Sale having been filed by ASI Robicon S.p.A. ("SpA"), Docket No. 733 (the "SpA Objection"), and by other parties (collectively, the "Objections"); and Siemens having provided written notice to the Trustee on June 14, 2005 (the "Notice of Breach") alleging, among other things, that the existence of the Letter of Consent dated January 31, 2002, included as Exhibit C of the SpA Objection (the "Consent Letter") and if the allegations made by SpA in the SpA Objection are correct, then Robicon Corporation was in breach of certain provisions of the Asset Purchase Agreement; and the Trustee, Siemens, SpA and others, having engaged in good faith, arm's length negotiations to, among other things, resolve matters raised by the SpA Objection and the Notice of Breach, having agreed to the Term Sheet attached hereto as Exhibit B (the "Term Sheet"), subject to the approval of this Court; and the Court having held the Sale Hearing on June 30, 2005; and the appearances of all interested parties and all responses and objections to: (a) the relief requested in the Motion; (b) Cure Costs relating to the Assumed Executory Contracts; and/or (c) the Term Sheet having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, the Sale Motion and said responses and objections; and after due deliberation and sufficient cause appearing therefor, the Court hereby

FINDS, DETERMINES, AND CONCLUDES THAT:

A. This Court has jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b) and 1334.

B. Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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C. Determination of the Sale Motion is a core proceeding under 28 U.S.C. § 157 (b)(2)(A), (M), (N) and (O).

D. The statutory predicates for the relief requested herein include sections 105, 363, 365 and 1146(c) of the Bankruptcy Code, Federal Bankruptcy Rules 2002, 6004, 6006 and 9014, and MLBR 6004-1.

E. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

F. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

G. Proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, the objection deadline with respect to the Proposed Sale, the Sale Procedures, the Cure Objection Procedures and the Term Sheet has been given in accordance with sections 102, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 6006 and MLBR 2002-5 and 6004-1, as modified by the Sale Procedures Order where applicable, and in compliance with the Sale Procedures Order. Actual written notice of the Sale Motion, the Auction, the Sale Hearing, the objection deadline with respect to the Proposed Sale, the Sale Procedures, the Cure Objection Procedures and a reasonable opportunity to object or be heard with respect to the Sale Motion, the Term Sheet and the relief requested therein has been afforded to all interested persons and entities, including but not limited to: (i) the Office of the United States trustee for this district, (ii) counsel to the official committee of unsecured creditors (the "Creditors' Committee"), (iii) counsel to the ad hoc committee of equity security holders (the

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"Equity Committee"), (iv) counsel to the agents for the Debtors' Pre-Petition Lenders and proposed Post-Petition Lenders (as such terms are defined in the Sale Motion), (v) counsel for Siemens, (vi) all parties who had delivered to the Trustee or his advisors written expressions of interest in acquiring, or offers to acquire, the Acquired Assets as of the date the Sale Motion was filed, (vii) appropriate federal, state and local taxing authorities, (viii) all known persons holding a Lien on part or all of the Acquired Assets, (ix) all parties requesting notice pursuant to Bankruptcy Rule 2002, (x) the Pension Benefit Guaranty Corporation, (xi) all non-Debtor parties to the Assumed Executory Contracts and to the executory contracts set forth on Schedule 1.5(b) of the Asset Purchase Agreement and (xii) counsel to the Debtors. In addition, the Trustee has mailed or delivered, within seven (7) business days of the entry of the Sale Procedures Order, the Auction and Sale Notice to the following parties: (i) all creditors listed on Robicon's creditor matrix, (ii) all non-Debtor parties, including vendors, suppliers, employees of Robicon or other third parties, to all confidentiality, noncompetition or nondisclosure agreements in effect as of the date of the filing of the Sale Motion, and (iii) all of Robicon's suppliers and customers as of the date of the filing of the Sale Motion. The foregoing notice constitutes good, appropriate and sufficient notice, and no other or further notice need be given, nor is notice of the entry of this Order required.

H. The Trustee published notice of the time and place of the Auction, the Sale Hearing and the time for filing an objection to the Sale Motion in the national edition of The Wall Street Journal, The Pittsburgh Post Gazette and The Boston Globe in accordance with of the Sale Procedures Order.

I. Proper, timely, adequate and sufficient notice of the assumption and assignment of the Assumed Executory Contracts and the cure payments to be made therefor has been provided in accordance with sections 105(a) and 365 of the Bankruptcy Code and

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Bankruptcy Rule 9014. The foregoing notice constitutes good, appropriate and sufficient notice, and no other or further notice of the assumption and assignment of the Assumed Executory Contracts is or shall be required.

J. A reasonable opportunity has been afforded to any interested party to make a higher or otherwise better offer to purchase the Acquired Assets, and to assert an objection to or be heard regarding: (i) the relief requested in the Sale Motion, including, but not limited to, approval of the Asset Purchase Agreement; (ii) Cure Costs relating to the Assumed Executory Contracts; (iii) procedures relating to the assumption and assignment of the Assumed Executory Contracts; and (iv) the Term Sheet.

K. The Trustee has marketed the Acquired Assets and conducted the sale process in compliance with, and has complied with all of his obligations under, the Sale Procedures Order.

L. The Trustee has full power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets and the transactions contemplated by the Asset Purchase Agreement have been duly and validly authorized by all necessary action. The Trustee has all the power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement and no consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Trustee to consummate such transactions.

M. Entry into the Asset Purchase Agreement and consummation of the transactions contemplated thereby constitute the exercise by the Trustee of sound business judgment and such acts, and the relief requested in the Sale Motion, are in the best interests of the Debtors, their bankruptcy estates, their creditors, and other parties in interest.

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N. The Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets received at the Auction, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Trustee's determination that the Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Trustee's business judgment.

O. The Trustee has demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for consummating the sale of the Acquired Assets pursuant to section 363(b) of the Bankruptcy Code, in that, among other things: (a) prompt approval and consummation of the sale of Robicon's assets will preserve the viability of Robicon's and the other Debtors' businesses as a going concerns, protect against deterioration in the value of the Debtors' assets due to uncertainty about their future and maximize the value of their estates; (b) Purchaser has made a substantial offer to acquire the Acquired Assets; and (c) the sale process conducted by the Trustee pursuant to the Sale Procedures Order, including subjecting the Acquired Assets to the Auction, permitted Purchaser's offer to be tested against other offers and the market generally.

P. The Creditors' Committee and the Equity Committee consent to the entry of this Sale Order.

Q. The Asset Purchase Agreement represents the highest or otherwise best offer received by the Trustee for the Acquired Assets.

R. The terms and conditions of the Asset Purchase Agreement and the consideration to be realized by Robicon's estate pursuant to the Asset Purchase Agreement are fair and reasonable. The Asset Purchase Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other practical alternative available at this time.

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S. The sale of the Acquired Assets and other transactions contemplated by the Asset Purchase Agreement must be approved and consummated promptly in order to preserve the value of the Acquired Assets.

T. The Purchaser is not an "insider" or "affiliate" of the Debtors (as each term is defined in section 101 of the Bankruptcy Code). The transactions contemplated by the Asset Purchase Agreement were proposed and negotiated and entered into by the Trustee and Purchaser at arm's length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser is a purchaser in good faith of the Acquired Assets under section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in consummating such transactions immediately upon and at all times after entry of this Order.

U. The Purchaser and the Trustee have not engaged in any conduct that would cause or permit the Asset Purchase Agreement and the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

V. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if (i) the sale of the Acquired Assets to the Purchaser were not free and clear of all Liens other than Permitted Liens and the Assumed Liabilities, or if Purchaser would, or in the future could, be liable for any of the Liens, (ii) the Base Purchase Price was not reduced from $197,500,000 to $184,500,000 or (iii) the Term Sheet were not approved by this Court.

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W. All amounts, if any, to be paid by the Debtors pursuant to the Asset Purchase Agreement or any of the documents delivered by the Debtors pursuant to or in connection with the Asset Purchase Agreement shall constitute administrative expenses under sections 503(b) and 507(a)(1) of the Bankruptcy Code and are payable, in accordance with the Asset Purchase Agreement, if and when any Debtor's obligation arises thereunder without further order of the Court.

X. Consummation of the sale does not subject the Purchaser to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind against the Debtors or their property or any affiliate of the Debtors or its property, whether known or unknown, contingent or otherwise, whether existing as of the date hereof or hereafter) arising, except that Purchaser shall be liable for payment of the Assumed Liabilities.

Y. Each of the Assumed Executory Contracts is an executory contract within the meaning of section 365(a) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, all restrictions on assignment in any of the Assumed Executory Contracts are unenforceable against the Debtors and all Assumed Executory Contracts may be lawfully assigned to the Purchaser.

AA. The decision to assume and assign the Assumed Executory Contracts pursuant to the Asset Purchase Agreement is based on the reasonable exercise of the Trustee's business judgment and is in the best interests of the Debtors' bankruptcy estates. The Assumed Executory Contracts are an integral part of the Acquired Assets and, accordingly, such assumption and assignment of Assumed Executory Contracts is reasonable, enhances the value of the Debtors' estates and does not constitute unfair discrimination.

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BB. The cure costs in respect of the Assumed Executory Contracts that are either undisputed or will be determined by this Court at a hearing (the "Cure Costs") or resolved by agreement among the Trustee and the claimants prior to such hearing, are the sole amounts necessary to cure all defaults (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2)) required to be cured under section 365 of the Bankruptcy Code, and to pay all actual or pecuniary losses that have resulted from such defaults, under the Assumed Executory Contracts. Upon payment of the Cure Costs by the Trustee or upon the Trustee providing adequate assurance, including by reserving amounts with respect to the Tampa Bay Objection and the Limited Objection (each as defined herein) that they will promptly cure, no defaults of the Debtors will exist under any of the Assumed Executory Contracts.

CC. Pursuant to the Sale Procedures Order, those entities not having filed a Cure Objection in accordance with the Sale Procedures Order shall have a Cure Cost of zero.

DD. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Executory Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) and (f)(2)(B) of the Bankruptcy Code.

EE. No defaults exist in Robicon's performance under the Assumed Executory Contracts as of the date of this Sale Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) other than the failure to pay amounts equal to the Cure Costs.

FF. The Trustee may sell the Acquired Assets free and clear of all Liens, other than Permitted Liens and the Assumed Liabilities, because, in each case, one or more of the standards set forth in subsections (1)-(5) of section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Claims or Liens, other than Permitted Liens and the Assumed

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Liabilities, who did not object, or who withdrew their objections, to the sale or the Motion are deemed to have consented pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code. Those holders of Claims or Liens who did object fall within one or more of the other subsections of sections 363(f) and 365 of the Bankruptcy Code and are adequately protected having their Liens, if any, attach to the proceeds of the sale as more fully described herein.

GG. Except with respect to the Assumed Liabilities, the transfer of the Acquired Assets to Purchaser will not subject Purchaser to any liability whatsoever with respect to the operation of the Debtors' business prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor or transferee liability.

HH. It is not a principal purpose of any Person entering into the Asset Purchase Agreement or any transactions contemplated thereby to evade any liability to which such Person would be subject under Subtitle D of Title IV of ERISA.

II. The sale of the Acquired Assets to Purchaser is a integral to the Trustee's ability to confirm and consummate a plan or plans of reorganization or liquidation in respect of Robicon and the other Debtors. The transfer of the Acquired Assets and/or the Assumed Executory Contracts pursuant to the Asset Purchase Agreement is not subject to taxation under any law imposing a stamp tax or similar tax on any of the Debtors' transfers or sales of real estate, personal property or other assets owned by it in accordance with sections 1146(c) of the Bankruptcy Code.

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For all of the foregoing and after due deliberation, the Court hereby

ORDERS, ADJUDGES, AND DECREES THAT:

1. The Sale Motion, the Asset Purchase Agreement, the Ancillary Agreements, the Term Sheet and the transactions contemplated thereby are approved. The SpA Objection is deemed to be withdrawn with prejudice and the Consent Letter is hereby terminated and of no force and effect. All other Objections to the entry of this Sale Order that have not been withdrawn, waived, resolved or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits with prejudice.

Approval of the Asset Purchase Agreement

2. The Asset Purchase Agreement, the Ancillary Agreements and all of the terms and conditions thereof, are hereby approved. Pursuant to section 363(b) of the Bankruptcy Code, the Trustee is authorized to sell the Acquired Assets to the Purchaser upon the terms and subject to the conditions set forth in the Asset Purchase Agreement. The Base Purchase Price under the Asset Purchase Agreement shall be $184,500,000.

3. Pursuant to sections 363(b) and 365 of the Bankruptcy Code, Robicon and the Trustee are hereby authorized and empowered on and after the Closing Date to perform under, consummate and implement the Asset Purchase Agreement, together with the Ancillary Agreements and all other additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the transactions contemplated thereby, and, pursuant to the Asset Purchase Agreement, to take all further actions, including the execution and delivery of any documents, as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, any or all of the Acquired Assets, or as may be necessary or appropriate to

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the performance of the Trustee's or Robicon's obligations as contemplated by the Asset Purchase Agreement.

Transfer of the Acquired Assets

4. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing under the Asset Purchase Agreement, the Acquired Assets shall be transferred to the Purchaser free and clear of all Liens other than Permitted Liens and Assumed Liabilities. This Order is and shall be effective as a determination that, on the Closing Date, all Liens existing on the Acquired Assets prior to the Closing Date have been unconditionally released from such Acquired Assets other than Permitted Liens and Assumed Liabilities. All Liens (other than Permitted Liens and Assumed Liabilities) shall attach to the proceeds of the Proposed Sale, with the same validity, extent and priority as such Liens had immediately prior to the Proposed Sale (without prejudice to the rights, claims, defenses, offsets, demands and objections, if any, of the Trustees and all interested parties with respect to, among other things, the validity, extent and priority of such Liens).

5. The transfer of the Acquired Assets and the assignment of the Assumed Executory Contracts pursuant to the Asset Purchase Agreement (a) shall constitute legal, valid and effective transfers of property of Robicon's estates to the Purchaser, and (b) except as expressly provided in the Asset Purchase Agreement with respect to Assumed Liabilities, shall vest in the Purchaser with Robicon's right, title and interest in the Acquired Assets and the Assumed Executory Contracts free and clear of all Liens other than Permitted Liens and Assumed Liabilities including, among other things, those Liens (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Robicon's or Purchaser's interest in such Acquired Assets, or any similar rights, and (ii) relating to taxes arising

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under or out of, in connection with, or in any way relating to the operation of the Robicon's business prior to the Closing Date.

6. The sale of the Acquired Assets to the Purchaser under the Asset Purchase Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

7. In the event that the Trustee and the Purchaser consummate the transactions contemplated by the Asset Purchase Agreement, the Trustee, the Debtors and the Purchaser shall be entitled to the protections provided under section 363(m) of the Bankruptcy Code.

8. The consideration provided by Purchaser for the Acquired Assets under the Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

9. Except as expressly set forth in the Asset Purchase Agreement, all persons and entities holding Liens against the Debtors or the Acquired Assets of any kind and nature whatsoever, hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Liens against the Purchaser, its successors or assigns, their properties, or the Acquired Assets with respect to any Lien of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Acquired Assets, other than Permitted Liens and Assumed Liabilities. Following the Closing Date, no holder of a Lien or Claim against the Debtors shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Lien or Claim, or any actions that the Debtors may take in their chapter 11 cases.

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10. Except as expressly set forth in the Asset Purchase Agreement, the Purchaser is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any debts, liabilities, obligations, commitments or responsibilities of the Debtors or any of their predecessors or affiliates, or for any debts, liabilities, obligations, commitments, responsibilities or Liens in any way whatsoever relating to or arising from the Acquired Assets, or the Debtors' operations or use or ownership of the Acquired Assets (including, without limitation, the Assumed Executory Contracts), arising prior to consummation of the transactions contemplated by the Asset Purchase Agreement. The Purchaser shall not have any successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date or liabilities arising in connection with the Debtors' potential post-petition financing. Without limiting the generality of the foregoing, and except as expressly provided in the Asset Purchase Agreement, the Purchaser is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any debts, liabilities, obligations, commitments or responsibilities of the Debtors or any of their predecessors or affiliates in any way whatsoever relating to or arising from the presence or release, prior to the consummation of the transactions contemplated by the Asset Purchase Agreement, of hazardous, toxic, polluting or contaminating substances or wastes, and Purchaser shall not be liable for any Claims or Liens against Debtors or any of their predecessors or affiliates relating to or arising from the presence or release, prior to the consummation of the transactions contemplated by the Asset Purchase Agreement, of

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hazardous, toxic, polluting or contaminating substances or wastes, including any products liability claims, toxic tort claims, asbestos-related claims or environmental claims, that may be asserted pursuant to any laws of the United States, any state, territory or possession thereof or the District of Columbia, including under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, or similar state or territory statute.

11. Except as expressly provided in the Asset Purchase Agreement, the Purchaser is not acquiring or assuming, and the consummation of the Proposed Sale shall not subject the Purchaser to, any Liens or Claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtors, any affiliate of the Debtors, or any other person under the laws of the United States, any state, territory or possession thereof or the District of Columbia applicable to such transactions including, but not limited to, liability based, in whole or in part, directly or indirectly, on any theory of equitable subordination or successor or transferee liability.

12. The Sale Order (a) is and shall be effective as a determination that the conveyance of Acquired Assets described herein has been effected upon the Closing and (b) shall be binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets. At or prior to the closing of the sale of the Acquired Assets, each person holding a Lien

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against the Acquired Assets is authorized and directed to execute such documents and take all other actions as may be necessary or appropriate to release its Liens against the Acquired Assets, other than Permitted Liens and Assumed Liabilities, as such Liens may have been recorded or may otherwise exist.

13. If any person or entity having filed financing statements or other documents or agreements evidencing Liens in the Acquired Assets shall not have delivered to the Trustee prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, re-assignments or releases of all Liens which the person or entity has with respect to the Acquired Assets, then (i) the Trustee is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (ii) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens of any kind or nature whatsoever in the Acquired Assets.

14. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of said Acquired Assets to the Purchaser on the Closing Date.

Assumption and Assignment of the Assumed Executory Contracts

15. Pursuant to sections 363(b), 363(f), 365(a), 365(b) and 365(f) of the Bankruptcy Code, the assumption, assignment and sale by the Trustee to the Purchaser of the Assumed Executory Contracts free and clear of all Liens, other than Permitted Liens and Assumed Liabilities, in such property of an entity other than Robicon's estate shall be effected by this Order; provided, however, that if the Closing shall fail to occur, none of the Assumed Executory Contracts shall be deemed to be assumed or assumed and assigned and such Contracts shall

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continue to be administered pursuant to the Bankruptcy Code. The Trustee and Robicon are hereby authorized to execute and deliver to the Purchaser such documents or other instruments as may be reasonably necessary to give full effect to the assignment and transfer of such Assumed Executory Contracts to the Purchaser, all as of the Closing Date.

16. The Trustee is authorized to assign and transfer to Purchaser all of Robicon's rights, title and interest (including common law rights) in and to all of the intangible property of Robicon to be assigned and transferred to the Purchaser under the Asset Purchase Agreement.

17. Pursuant to the terms of the Asset Purchase Agreement and consistent with the requirements of the Bankruptcy Code, the Trustee is hereby authorized and empowered to pay the Cure Costs, if any, in respect of the assumption, assignment and sale to Purchaser of the Assumed Executory Contracts, by paying all undisputed Cure Costs prior to Closing or as otherwise ordered by the Court. Except as provided in the Asset Purchase Agreement, Purchaser shall have no obligation to pay, or any liability for, such Cure Costs. Robicon is responsible for the verification of all Cure Costs, including all administrative responsibilities associated therewith, and shall use its reasonable best efforts to establish the appropriate Cure Costs for each Assumed Executory Contract, including the filing and prosecution of any and all appropriate proceedings in this Court.

18. Pursuant to the terms of the Asset Purchase Agreement and consistent with the requirements of sections 365(b) and 365(f) of the Bankruptcy Code, Robicon is hereby authorized and directed to pay, at the Closing of the Proposed Sale, the Cure Costs set forth in the Cure Amount Notice with respect to each Assumed Executory Contract, and upon such payment, all defaults or other obligations of Robicon, under the Assumed Executory Contracts arising or

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accruing prior to the date of this Sale Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed in all respects cured by Robicon and neither Robicon nor the Purchaser shall have any liability or obligation arising or accruing prior to the Closing Date.

19. Upon the Closing Date, any and all defaults under the Assumed Executory Contracts shall be deemed cured in all respects.

20. The Assumed Executory Contracts shall, upon assignment to the Purchaser, be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms notwithstanding any provision in any such Assumed Executory Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer. The Purchaser shall assume obligations of the Debtors arising from and after the Closing under the Assumed Executory Contracts and shall not assume any obligation under the Assumed Executory Contracts accruing thereunder prior to the Closing except as expressly provided in the Asset Purchase Agreement. Pursuant to section 365(k) of the Bankruptcy Code, the Trustee and the Debtors shall be relieved from any liability for any breach of such Assumed Executory Contracts occurring after such assignment.

21. Non-Debtor parties to the Assumed Executory Contracts who failed to file a Cure Objection in accordance with the Sale Procedures Order are forever barred from asserting an objection as to the Cure Cost or to the assumption and assignment of the applicable Assigned Contract.

22. No consent from any third party is required under any Assumed Executory Contract in order to effectuate assumption and assignment of such Assumed Executory Contract.

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23. The Purchaser has provided adequate assurance of its future performance under the Assumed Executory Contracts and the proposed assumption and assignment of the Assumed Executory Contracts satisfies the requirements of the Bankruptcy Code including, inter alia, sections 365(b)(1), 365(b)(3) and 365(f), to the extent applicable.

24. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchaser as a result of the assignment of the Assumed Executory Contracts, and the validity of the assumption, assignment and sale to the Purchaser shall not be affected by any dispute between the Debtors and another party to an Assumed Executory Contract regarding the payment of the Cure Costs.

25. All parties to the Assumed Executory Contracts are forever barred and enjoined from raising or asserting against the Purchaser or its successors or assigns any violation under an acceleration clause, assignment fee, default or breach under, any Claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Executory Contracts existing as of the Closing or arising by reason of the Closing or any Claim asserted or assertable against the Debtors.

26. The Purchaser shall not be liable for any Claims of contract parties under the Assumed Executory Contracts in respect of any claim or breach of an Assumed Executory Contract that accrued prior to Closing.

Transitional Intellectual Property License Agreements

27. The Debtors are hereby authorized to enter into and perform under the Transitional Intellectual Property License Agreements as required therein.

Additional Provisions

28. Nothing contained in any subsequent order of this Court, chapter 11 plan confirmed in these cases or the order of confirmation confirming any such chapter 11 plan or any

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other order entered in these cases shall conflict with or derogate from the Asset Purchase Agreement or the Sale Order.

29. All objections and responses concerning the Motion, including, but not limited to, objections to Cure Costs of Assumed Executory Contracts, are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing and to the extent any such objection or response was not otherwise withdrawn, waived or settled, they and all reservations and rights therein are overruled and denied.

30. This Order shall be effective and enforceable immediately upon entry, shall not be subject to any stay of enforcement, including any stay provided by Bankruptcy Rules 6004 and 6006, and its provisions shall be self-executing.

31. The Asset Purchase Agreement, and any related agreements, documents or instruments may be modified, amended or supplemented by parties thereto in accordance with the terms thereof without further order of the Court, provided that such modifications, amendments or supplements, if any, are not material and adverse to the Debtors or their estates.

32. The transfer of the Acquired Assets and/or the Assumed Executory Contracts pursuant to the Sale is not subject to taxation under any law imposing a stamp tax or similar tax on any of the Debtors' transfers or sales of real estate, personal property or other assets owned by it in accordance with section 1146(c) of the Bankruptcy Code.

33. Subject to the provisions of, and except as provided in the Asset Purchase Agreement, this Court shall retain exclusive jurisdiction (i) to interpret and enforce the provisions of this Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, (ii) to compel delivery of the Acquired Assets to the Purchaser, (iii) to protect the Purchaser

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against any Liens in the Acquired Assets, (iv) to compel delivery of the Purchase Price and all adjustments to the Purchase Price under the Asset Purchase Agreement, (v) to compel delivery of the Mandatory Repayment to the Agent on behalf of the Lenders (vi) to interpret, implement and enforce the provisions of this Sale Order and (vii) to hear and determine any and all disputes between the Trustee and/or the Purchaser arising out of or relating to the Sale Order and the Asset Purchase Agreement, and any non-Debtor party arising out of or relating to, among other things, any Assumed Executory Contracts concerning, inter alia, the Trustee's assumption and assignment thereof to the Purchaser under the Asset Purchase Agreement; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Asset Purchase Agreement or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

34. If Robicon makes a payment of the type described in section 5.3(f) or in the proviso of section 5.1(a)(i) of the Asset Purchase Agreement, such payment shall constitute an administrative expense of Robicon's estate of the kind specified in section 503(b) of the Bankruptcy Code. In addition, the Key Employee Retention Plan ("KERP") and other matters approved by the Court on June 8, 2005 are solely an obligation of the Debtors estate and in no event shall the KERP be an obligation of Siemens or any other purchaser of the Robicon Assets.

35. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other Sale related document. The automatic stay imposed by

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section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

36. The provisions of this Order are nonseverable and mutually dependent.

37. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall be binding on and inure to the benefit of the Purchaser, the Trustee, the Debtors, their estates and Creditors and their respective affiliates, successors and assigns, including but not limited to any chapter 7 trustee that may be appointed in the Debtors' bankruptcy case and shall be binding upon any trustee, any affiliate third party, including, but not limited to, all non-Debtor third parties to the Assumed Executory Contracts, and all persons asserting a Lien or Claim in the Debtors' estates or any of the Acquired Assets, and any entity or fiduciary that may be appointed in connection with this case or any other or further case involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code. The Asset Purchase Agreement and the transactions contemplated thereby shall be specifically performable and enforceable against and binding upon, and not subject to rejection or avoidance by, the Trustee, the Debtors or any chapter 7 trustee of the Debtors and their estates.

38. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and this Sale Order.

39. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Asset Purchase Agreement be approved in its entirety.

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40. Proper, timely, adequate and sufficient notice of the Sale Motion, the Proposed Sale, the Sale Procedures, the Auction, the Cure Amount Procedures and Sale Hearing and the hearing to approve this Order has been provided to all parties entitled thereto in accordance with sections 102, 105 and 363 of the Bankruptcy Code and Rules 2002, 6004, 6006, 7004, 9006, 9007 and 9008 of the Bankruptcy Rules and MLBR 2002-5 and 6004-1 as evidenced by the affidavits of service and publication filed with this Court and based on representations of counsel at the Sale Hearing and the hearing to approve this Sale Order, and no other or further notice of the Sale Motion, the Proposed Sale, the Sale Procedures, the Auction, the Sale Hearing or the hearing to approve this Sale Order is or shall be required. This Sale Order constitutes an itemized statement of the property sold, the name of each purchaser and the price received for the property as a whole as required pursuant to Rule 6004(f)(1) of the Bankruptcy Rules.

41. The Trustee is hereby authorized, without further Order of this Court, to utilize a portion of the proceeds of the Proposed Sale to pay in full at the closing thereof: (i) all amounts outstanding under the Post-Petition Financing (as such term is defined in the Sale Motion), and (ii) the fees and expenses of Houlihan Lokey Howard & Zukin Capital ("Houlihan Lokey") payable in respect of the Proposed Sale pursuant to the letter agreement dated as of February 21, 2005 between Houlihan Lokey and the Trustee, free and clear of all Liens, provided, however, that the payment of such fees and expenses shall not modify Houlihan Lokey's obligation under the Order of this Court approving its retention to file a final fee application at the conclusion of Houlihan Lokey's retention by the Trustee.

42. The Robicon Assets do not include (a) any insurance policies ("Ace Insurance Policies") issued by Pacific Employers Insurance Company, ACE Property & Casualty Insurance Company (formerly known as CIGNA Property and Casualty Insurance Company), or

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other insurers within the ACE-USA family of companies (individually and collectively, "ACE"); or (b) any insurance-related program agreements or service agreements between one or more Debtors and either ACE (the "ACE Program Agreements") or ESIS, Inc. ("ESIS") (the "ESIS Service Agreements"). The ACE Insurance Policies, ACE Program Agreements and ESIS Service Agreements are hereinafter collectively referred to as the "ACE Group Policies and Agreements".

43. The transfer of the Robicon Assets to the Buyer shall not affect or impair the rights of ACE and ESIS or the obligations of the Debtors under the ACE Group Policies and Agreements with respect to the defense or indemnification of any claim that is asserted against or which relates to the ACE Group Policies and Agreements. The Trustee shall cooperate with ACE and ESIS, and the Buyer shall comply with the access obligations with respect to Robicon in Section 5.2(g) of the Asset Purchase Agreement, regarding the investigation and handling of any such claims.

44. Upon the closing of the sale of the Robicon Assets to the Buyer, the Robicon Assets shall not be covered by any applicable insurance that has been purchased by the Debtors from ACE, and the Buyer alone is responsible for insuring the Robicon Assets.

45. The Trustee is hereby authorized and directed, without further Order of this Court, to pay at the closing a portion of the proceeds of the Proposed Sale to pay indefeasibly and in full at the closing thereof: (i) all principal, PIK, interest, fees, expenses, and all other obligations to the lenders and/or agents (including all reasonable fees and expenses of counsel to such lenders and such agents) under the Pre-Petition Credit Agreement and the Final Order, entered on May 6, 2005, granting the Post-Petition Financing Motion (as such term is defined in the Sale Motion) (the "Final Order"); and (ii) all principal interest, fees, expenses, and all other obligations to the lenders and/or agent (including all reasonable fees and expenses of counsel to such lenders and

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such agent) under the Post-Petition Credit Agreement (as such term is defined in the Sale Motion) and the Final Order (items (i) and (ii) collectively, the "Credit Obligations"). The lenders and agents under the Pre-Petition Credit Agreement and under the Post-Petition Credit Agreement, or their respective counsel, shall provide breakdowns of the Credit Obligations to counsel to the Trustee, counsel to the Creditors' Committee, counsel to the Equity Committee and to the Office of the United States Trustee for this district (collectively, the "Lender Notice Parties") not less than 2 days in advance of the closing. Each of the respective Counsel to the lenders and agents under the Pre-Petition Credit Agreement and counsel to the lenders and the agent under the Post-Petition Credit Agreement (collectively, "Lenders' Counsel") shall provide fee and expense statements to the Lender Notice Parties not less than 2 days in advance of the closing. In order to minimize costs to the estate, no such counsel shall be required to file fee applications unless an objection is received to the fee statements that have been provided under the Interim Fee Procedures Order. If, prior to the closing, any of the Lender Notice Parties shall deliver to Lenders' Counsel and to the other Lender Notice Parties a written statement objecting to payment at closing of any of the Credit Obligations, then the amount of such disputed Credit Obligations shall remain in the estate until the objection is resolved (provided, however, interest and fees, including all attorneys' fees incurred in the litigation of any disputes to the same extent that they would be payable under the relevant agreements, and all other amounts shall continue to accrue and be payable under the terms of the Pre-Petition Credit Agreement, the Post-Petition Credit Agreement and/or the Final Order) and all undisputed Credit Obligations shall be paid indefeasibly and in full at closing. If, prior to the closing, any of the Lender Notice Parties shall deliver to Lenders' Counsel and to the other Lender Notice Parties a written statement objecting to the fee and expense statements of Lenders' Counsel, then Lenders' Counsel shall file fee

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applications with respect to such disputed fees and expenses (and the reasonable fees and expenses associated with the preparation and filing of, and hearings with respect to, those fee applications also being included and allowable) and all undisputed fees and expenses of Lenders' Counsel shall be paid indefeasibly and in full at closing.

46. With respect to the *Objection to Proposed Cure Amount and Request for a Continuance* (the "Tampa Bay Objection") filed by Tampa Bay Water ("Tampa Bay"), the Trustee has agreed to reserve the cure amount which Tampa Bay asserts it is owed, *i.e.*, $18,900 until such time as the Trustee and Tampa Bay have reached an agreement with respect to the cure amount due to Tampa Bay. To the extent that the Trustee and Tampa Bay are unable to reach an agreement with respect to the cure amount owed to Tampa Bay, the Trustee will ask this Court to schedule an evidentiary hearing with respect to the Tampa Bay Objection.

47. With respect to the Limited Objection to the Motion of the Chapter 11 Trustee For An Order, Inter Alia, (A) Approving the Sale of Substantially All Of The Debtor Robicon Corporation's Assets To Siemens Energy And Automation, Inc. Or Such Other Winning Bidder Free and Clear Of All Liens, Claims, Interests And Encumbrances (the "Limited Objection") filed by William H. Thomas, Richard Osman & Paul F. Giannetta (the "Claimants"), the Trustee has agreed to reserve an amount equal to the aggregate amount of the Claimants asserted claim, i.e., $358,044.00, until such time as the Trustee and the Claimants have reached an agreement with respect to the amount and the priority of the Claimants' allowed claims. To the extent that the Trustee and the Claimants are unable to reach such an agreement, the Trustee will ask this Court to schedule an evidentiary hearing to consider the Limited Objection.

48. Schedule 1.1(c) of the Asset Purchase Agreement is hereby deemed amended to delete therefrom any letters of credit issued by Citizens Bank of Massachusetts

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including, without limitation, the twelve (12) letters of credit described in the version of Schedule 1.1(c) of the Asset Purchase Agreement filed with the Court on April 25, 2005. Such letters of credit shall not constitute Assumed Executory Contracts under this Sale Order.

49. The Trustee agrees to hold in escrow an amount equal to $1,400,000.00 pursuant to an escrow agreement (the "Escrow Agreement"), and such funds shall be released on terms to be agreed upon to compensate customers for late deliveries for purchase orders being sold to Siemens pursuant to the Asset Purchase Agreement. The Trustee is authorized to enter into, and take all reasonable steps in connection with performing under, the Escrow Agreement.

At Boston, Massachusetts, in said District, this 30th day of July, 2005

Joan N. Feeney

The Honorable Joan N. Feeney
Chief United States Bankruptcy Judge

RECORDED: 10/18/2005

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