

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, London Branch		03/31/2006	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	APV North America, Inc.
Street Address:	5100 N. River Road
City:	Schiller Park
State/Country:	ILLINOIS
Postal Code:	60176
Entity Type:	CORPORATION: DELAWARE

Name:	Invensys International Holdings Limited
Street Address:	Portland House
Internal Address:	Bressenden Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1 5BF
Entity Type:	Private Limited Company:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1508942	DUALEX
Registration Number:	1510859	THERMOGLIDE
Registration Number:	1260805	UNEX
Registration Number:	1847317	ENERJET

CORRESPONDENCE DATA

Fax Number: (617)316-8263

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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**TRADEMARK
 REEL: 003284 FRAME: 0216**

CH \$115.00 1508942

Phone: 617.239.0632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

207944-2

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

04/07/2006

Total Attachments: 10

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EXECUTION VERSION

To: Deutsche Bank AG, London Branch
1 Great Winchester Street
London EC2N 2DB
Attention: Maria De-Lellis

(acting in its capacity as Security Agent for and on behalf of the Secured Creditors referred to below, as Facility Agent for and on behalf of the Senior Finance Parties (as defined in the Senior Credit Agreement) and as Second Lien Agent for and on behalf of the Second Lien Finance Parties (as defined in the Second Lien Credit Agreement))

March 31, 2006

Ladies and Gentlemen:

Reference is made to:

- (A) the Senior Credit Agreement dated March 5, 2004, as amended and restated by agreements dated May 28, 2004 and February 4, 2005 (as amended, supplemented or otherwise modified from time to time, the **Senior Credit Agreement**) between, among others, Invensys International Holdings Limited (**Holdings**), APV North America, Inc. (the **Seller**), and Deutsche Bank AG, London Branch, as facility agent (in such capacity, the **Facility Agent**), security agent (in such capacity, the **Security Agent**) and arranger;
- (B) the Second Lien Credit Agreement dated March 5, 2004 (as amended, supplemented or otherwise modified from time to time, the **Second Lien Credit Agreement**) between, among others, Holdings, the Seller, the Security Agent and Deutsche Bank AG, London Branch, as facility agent (in such capacity, the **Second Lien Agent**) and arranger;
- (C) the Intercreditor Agreement dated March 5, 2004 (as amended, supplemented or otherwise modified from time to time, the **Intercreditor Agreement**) between Holdings, the Seller, the Security Agent, the Facility Agent and the Second Lien Agent; and
- (D) the Pledge and Security Agreement (as amended, supplemented or otherwise modified from time to time, the **Pledge and Security Agreement**) dated March 5, 2004 between the Seller, as grantor, and the Security Agent.

1. **Definitions**

In this letter, the following terms have the following meanings:

Business means together the UK Business and the US Business.

CERTIFIED A TRUE COPY
ALLEN & OVERY LLP
40 Bank Street
Canary Wharf
London E14 5NR

Completion Date means the date of the Disposal of the US Business Assets to the Purchasers pursuant to the Purchase Agreement, being March 31, 2006.

Purchase Price means one pound sterling, payable by the Purchasers to APV UK Limited and the Seller pursuant to the Purchase Agreement.

UK Business means the sales, design, manufacture, maintenance, supply, installation, commissioning, project management and operator training for process plants, unit machines and automation systems for bakery, biscuits, confectionery, cereal, snacks and industrial extrusion carried on by APV UK Limited under the name of "APV Baker" as of 11:59 p.m. (London time) on the Completion Date.

US Business means the sales, design, manufacture, maintenance, supply, installation, commissioning, project management and operator training for process plants, unit machines and automation systems for biscuits, confectionery, cereal, snacks and industrial extrusion carried on by the Seller under the name of "APV Baker" as of 11:59 p.m. (Delaware time) on the Completion Date.

US Business Assets means the US Business Assets (as defined in the Purchase Agreement), being all assets, property and rights of the US Business to be sold pursuant to the Purchase Agreement, a true, correct and complete list of which is set out in the Schedule to this letter agreement.

2. Background

Baker Perkins, Inc. and 425678 Limited (the **Purchasers**), Holdings, APV UK Limited and the Seller have entered into an asset purchase agreement in relation to the Business dated as of February 27, 2006 (the **Purchase Agreement**), under which the Seller will dispose of, sell and transfer title to the US Business Assets (the **Disposal**) to Baker Perkins, Inc (the **US Purchaser**) for 50 pence, being the allocated portion of the Purchase Price.

3. Representations

Each of the Seller (in respect of paragraphs (a) through (h) below) and Holdings (in respect of paragraphs (a), (b) and (e) through (h) below) hereby represents, warrants and covenants to the Security Agent and each other Secured Creditor (as defined in the Intercreditor Agreement) (each, a **Secured Creditor**):

- (a) the Seller has entered into the Purchase Agreement pursuant to which it has agreed to the Disposal of the US Business Assets in an arm's length sale to the US Purchaser;
- (b) the Seller owns the US Business Assets;
- (c) the entire Purchase Price will be paid to the Seller and APV UK Limited in cash no later than the Completion Date;
- (d) the Disposal is a disposal permitted under Clause 24.6(b)(xi) of the Senior Credit Agreement and under Clause 20.6(b)(xi) of the Second Lien Credit Agreement;
- (e) Invensys plc would have been in compliance with Clauses 23.3(a)(i) and (ii) of the Senior Credit Agreement as at the Measurement Date (as defined in the Senior Credit Agreement, the **Senior Measurement Date**) and Clauses 19.3(a)(i) and (ii) of the Second Lien Credit Agreement as at the Measurement Date (as defined in the Second Lien Credit Agreement, the **Second Lien Measurement Date**) in respect of which the Latest

Compliance Certificate (as defined in the Senior Credit Agreement, the **Latest Senior Compliance Certificate**, and as defined in the Second Lien Credit Agreement, the **Latest Second Lien Compliance Certificate**, respectively), being the Compliance Certificate (as defined in the Senior Credit Agreement and the Second Lien Credit Agreement) delivered in respect of the Measurement Period ending on September 30, 2005, was prepared if:

- (i) the Disposal and any prepayment of the Senior Facilities (as defined in the Senior Credit Agreement) required under Clause 12.3 of the Senior Credit Agreement as a result of the Disposal; and
- (ii) any other disposal (and any resulting prepayment required under Clause 12.3 of the Senior Credit Agreement) to have occurred (A) after the Senior Measurement Date to which the Latest Senior Compliance Certificate relates and on or before the Disposal and (B) after the Second Lien Measurement Date to which the Latest Second Lien Compliance Certificate relates and on or before the Disposal,

had occurred immediately before, in case of sub-paragraphs (i) and (ii)(A), the Senior Measurement Date in respect of which the Latest Senior Compliance Certificate was prepared and, in the case of sub-paragraphs (i) and (ii)(B), the Second Lien Measurement Date in respect of which the Latest Second Lien Compliance Certificate was prepared;

- (f) Holdings has certified compliance with Clauses 24.6(b)(xi)(A) and (B) of the Senior Credit Agreement and Clauses 20.6(b)(xi)(A) and (B) of the Second Lien Credit Agreement not less than five Business Days (as defined in the Senior Credit Agreement) before the Disposal and is not required to provide supporting calculations in relation to Clause 24.6(b)(xi)(B) of the Senior Credit Agreement and Clause 20.6(b)(xi)(B) of the Second Lien Credit Agreement pursuant to Clause 24.6(c)(i) of the Senior Credit Agreement and Clause 20.6(c)(i) of the Second Lien Credit Agreement;
- (g) the Disposal is a disposal the Net Proceeds of which are not required, by reason of Clause 12.3(d) (Mandatory prepayment – disposals and insurance) of the Senior Credit Agreement to be applied under Clause 12.3(b) (Mandatory prepayment – disposals and insurance) of the Senior Credit Agreement; and
- (h) each of this letter agreement and the Purchase Agreement has been duly authorized by and duly executed and delivered on behalf of each of the Seller and Holdings.

4. Partial Release of Security

4.1 The Seller has requested that the Security Agent terminate and release any and all liens, security interests, and other charges and encumbrances (the **Liens**) created by the Pledge and Security Agreement over the US Business Assets (as permitted by Clause 32.8 of the Senior Credit Agreement, Clause 28.7 of the Second Lien Credit Agreement and Clause 11.4 of the Intercreditor Agreement). Each of the Seller and Holdings acknowledges that it has made the representations and warranties and agreed to the covenants set out in paragraph 3 of this letter agreement with the intention of persuading the Security Agent to release those Liens. The termination and release under this letter agreement will be effective on the Completion Date. Any Liens created by the Pledge and Security Agreement remain in full force and effect other than those released hereunder.

4.2 By your countersignature of this letter agreement, you, on behalf of the Secured Creditors, fully terminate and release any and all Liens that have been granted under the Pledge and Security Agreement over the US Business Assets. The Seller confirms that all other Liens created under the Pledge and Security Agreement remain in full force and effect notwithstanding the release contemplated by this paragraph 4.2.

5. Expenses

The Seller must reimburse the Security Agent on demand for all costs and expenses reasonably incurred by it in connection with the negotiation, preparation and execution of this letter agreement and any related documentation (including fees and expenses of legal advisors and any applicable value added taxes).

6. Designation as Finance Document

Holdings and the Facility Agent hereby agree that this letter agreement is a Senior Finance Document, and Holdings, the Second Lien Agent and the Facility Agent hereby agree that this letter agreement is a Second Lien Finance Document.

7. Miscellaneous

This letter agreement may not be amended or any provision waived or modified without the written consent of all of the parties to this letter agreement. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement.

If the foregoing correctly sets forth your and our understanding, please indicate your acceptance of the terms of this letter agreement by returning to us executed counterparts.

Yours sincerely,

APV NORTH AMERICA, INC.

By: Victoria Hull
Name: Victoria Hull
Title: Vice President

INVENSYS INTERNATIONAL HOLDINGS
LIMITED

By: Victoria Hull
Name: Victoria Hull
Title: Director

Based on and subject to the foregoing, and, in particular, the accuracy of representations and warranties, and compliance with the covenants set out in paragraph 3 above, we acknowledge the terms of this letter agreement and agree to the release described in paragraph 4.2 above as of the Completion Date.

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent for and on behalf of the Secured Creditors

By: _____
Name:
Title:

By: _____
Name:
Title:

If the foregoing correctly sets forth your and our understanding, please indicate your acceptance of the terms of this letter agreement by returning to us executed counterparts.

Yours sincerely,

APV NORTH AMERICA, INC.

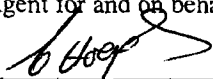
By: _____
Name: Victoria Hull
Title: Vice President


INVENSYS INTERNATIONAL HOLDINGS
LIMITED

By: _____
Name: Victoria Hull
Title: Director

Based on and subject to the foregoing, and, in particular, the accuracy of representations and warranties, and compliance with the covenants set out in paragraph 3 above, we acknowledge the terms of this letter agreement and agree to the release described in paragraph 4.2 above as of the Completion Date.

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent for and on behalf of the Secured Creditors

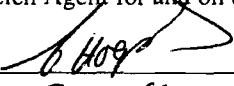
By: 
Name: C. HOOP
Title: ADP

By: 
Name: M. DE LELLIS
Title: VP

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We acknowledge the terms of this letter agreement as of the Completion Date.

DEUTSCHE BANK AG, LONDON BRANCH
as Facility Agent for and on behalf of the Senior Finance Parties and
as Second Lien Agent for and on behalf of the Second Lien Finance Parties

By: 

Name: C. Hoop
Title: AUP

By: 

Name: M. De Lellis
Title: VP

SCHEDULE

US BUSINESS ASSETS

1. The US Inventory, which shall mean all finished goods, raw materials and work in process related to the US Business and located at, or in transit to, the leasehold property occupied by the Seller at 3223 Kraft Avenue, Grand Rapids, Michigan.
2. The US Accounts Receivable, which shall mean (a) any and all trade accounts receivable and other rights to payment from customers of the US Business, (b) all other accounts or notes receivable and other rights to payment of the US Business, and (c) the full benefit of all security for such accounts or rights to payment and any claim, remedy or other right related to any of the foregoing.
3. The US Business Contracts, which shall mean all contracts or agreements of any kind entered into by or on behalf of the Seller in connection with the US Business.
4. The US Business Know How, which shall mean with respect to the US Business, all technical information and know-how (whether or not confidential and in whatever form held) including that comprised in or derived from catalogues, designs, drawings, formulae, instructions, manuals and specifications that in any way relates to computer hardware and software, designs, discoveries, improvements, inventions, processes and techniques.
5. The US Business Rights, which shall mean the benefits of all claims, entitlements and rights (whether actual, prospective or contingent) to which the Seller is entitled in relation to the US Business.
6. The patents listed on Appendix A attached hereto.
7. The trademark registrations listed on Appendix B attached hereto.
8. The US Goodwill, which shall mean the goodwill associated with the US Business.
9. The US Personal Property, which shall mean all machinery, plant, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned by the Seller with respect to the US Business.
10. Any deposits and prepayments with respect to the US Business.
11. All books, catalogues, correspondence, creative materials, equipment logs, financial and accounting records, information, production reports, promotional literature, sales literature, reports, studies, copies of all personnel and employment records and similar materials relating to the US Business.

Appendix A

Patents

1. U.S. Patent No. 6,139,178 (Issued 10/31/2000)—Movably Mounted Feed-Roll Head for Extruders.
2. Mexico Patent No. 207,853 (Issued 3/11/1997) – Movably Mounted Feed-Roll Head for Extruders.

Appendix B

Trademark Registrations

1. United States Registration No. 1,508, 942 (Issued 10/18/1988) – DUALEX.
2. United States Registration No. 1,510,859 (Issued 11/1/1988) – THERMOGLIDE.
3. United States Registration No. 1,260,805 (Issued 12/13/1983) – UNEX.
4. United States Registration No. 1,847,317 (Issued 7/26/1994) – ENERJET.