

**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:	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: UNITED KINGDOM

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

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2369991	MICROFILM
Registration Number:	1285827	TWEEDY

**CORRESPONDENCE DATA**

Fax Number: (617)316-8263  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617.239.0632

CH \$65.00 2369991

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: 15  
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**EXECUTION VERSION**

**DEED OF PARTIAL RELEASE**

DATED 31 MARCH 2006

BETWEEN

**INVENSYS INTERNATIONAL HOLDINGS LIMITED**

**APV UK LIMITED**

AND

**DEUTSCHE BANK AG, LONDON BRANCH**  
as Security Agent, Facility Agent  
and Second Lien Agent



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

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**TRADEMARK**  
**REEL: 003284 FRAME: 0230**

**THIS DEED OF PARTIAL RELEASE** is dated 31 March 2006 between:

- (1) **INVENSYS INTERNATIONAL HOLDINGS LIMITED** (registered number 00057410) with its registered office at Portland House, Bressenden Place, London SW1E 5BF (*Holdings*);
- (2) **APV UK LIMITED** (registered number 00068014) with its registered office at Portland House, Bressenden Place, London SW1E 5BF (*APV UK*);
- (3) **DEUTSCHE BANK AG, LONDON BRANCH** as agent and trustee for the Secured Creditors (in this capacity, the *Security Agent*);
- (4) **DEUTSCHE BANK AG, LONDON BRANCH** as facility agent for and on behalf of the Senior Finance Parties (as defined in the Senior Credit Agreement) (in this capacity, the *Facility Agent*); and
- (5) **DEUTSCHE BANK AG, LONDON BRANCH** as second lien agent for and on behalf of the Second Lien Finance Parties (as defined in the Second Lien Credit Agreement) (in this capacity, the *Second Lien Agent*).

#### **BACKGROUND**

- (A) This Deed is being entered into by Holdings in connection with the Security Agreement (as defined below).
- (B) Under an asset purchase agreement dated 27 February 2006 (the *Purchase Agreement*) in relation to the Business between Baker Perkins, Inc. and 425678 Limited (the *Purchasers*), Holdings, APV UK, and APV North America, Inc., APV UK agreed to transfer all of the UK Business Assets (as defined below) to 425678 Limited (the *UK Purchaser*).
- (C) Under this Deed all Security Interests created under the Security Agreement over the UK Business Assets (as defined below) shall be released.
- (D) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

#### **IT IS AGREED AS FOLLOWS:**

##### **1. INTERPRETATION**

###### **1.1 Definitions**

*Business* means together the UK Business and the US Business.

*Completion Date* means the date on which the UK Business Assets are transferred to the Purchasers pursuant to the Purchase Agreement, being 31 March 2006.

*Disposal* has the meaning given to it in Clause 3 (Representations).

*Finance Documents* shall have the meaning given to that term in the Intercreditor Agreement.

*Intercreditor Agreement* means the intercreditor agreement dated 5 March 2004 between, among others, Holdings, the Security Agent, the Facility Agent and the Second Lien Agent.

**Purchase Price** means one pound sterling, payable by the Purchasers to APV UK and APV North America, Inc. pursuant to the Purchase Agreement.

**Second Lien Credit Agreement** means the second lien credit agreement dated 5 March 2004 between, among others, Holdings, APV UK, the Security Agent and the Second Lien Agent.

**Secured Creditors** shall have the meaning given to that term in the Intercreditor Agreement.

**Security Agreement** means the UK security agreement dated 5 March 2004 between, amongst others, Holdings, APV UK, and certain other subsidiaries of Holdings in favour of the Security Agent.

**Senior Credit Agreement** means the senior credit agreement dated 5 March 2004, (as amended, supplemented or otherwise modified from time to time), between, among others, Holdings, APV UK, the Facility Agent and the Security Agent.

**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 under the name of "APV Baker" as of 11.59 p.m. (London time) on the Completion Date.

**UK Business Assets** means the UK Business Assets (as defined in the Purchase Agreement), being all assets, property and rights of the UK Business to be sold pursuant to the Purchase Agreement and which are listed in the Schedule.

**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 APV North America, Inc. under the name of "APV Baker" as of 11.59 p.m. (Delaware time) on the Completion Date.

## 1.2 Construction

- (a) Terms defined in the Senior Credit Agreement shall have the same meaning when used in this Deed unless otherwise defined in it.
- (b) The provisions of Clause 1.2 (Construction) of the Senior Credit Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Senior Credit Agreement will be construed as references to this Deed.

## 2. RELEASE OF SECURITY

- 2.1 Subject to paragraph 2.2 below and as permitted by Clause 32.8 of the Senior Agreement, Clause 28.7 of the Second Lien Agreement and Clause 11.4 of the Intercreditor Agreement, the Security Agent, on behalf of each of the Secured Creditors, agrees to release any and all Security Interests created by the Security Agreement over the UK Business Assets.
- 2.2 The releases referred to in paragraph 2.1 above shall be effective on the Completion Date.

## 3. REPRESENTATIONS

- 3.1 Holdings and APV UK hereby represent and warrant on the date of this Deed and the Completion Date to the Security Agent and each other Secured Creditor:
  - (a) Holdings, APV North America, Inc and APV UK have entered into the Purchase Agreement pursuant to which APV UK has agreed to the disposal of the UK Business Assets in an arm's length sale to the UK Purchaser (the **Disposal**);

- (b) the Purchase Price will be paid by the Purchasers in cash to APV North America, Inc and APV UK no later than the Completion Date;
- (c) the Disposal is a disposal permitted under Clause 24.6(b)(xi) (Disposals) of the Senior Credit Agreement and under Clause 20.6(b)(xi) (Disposals) of the Second Lien Credit Agreement;
- (d) that the Parent would have been in compliance with Clauses 23.3(a)(i) and (ii) (Senior leverage, total leverage and EBITDA interest cover) 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) (Senior leverage, total leverage and EBITDA interest cover) 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 Compliance Certificate most recently delivered before the date of the Disposal (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 Agreement and the Second Lien 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 required under Clause 12.3 (Mandatory prepayment – disposals and insurance) 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 (Mandatory prepayment – disposals and insurance) 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 the 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; and

- (e) 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.

3.2 Any Secured Creditor may rely on this paragraph 3 (Representations) in accordance with the Contracts (Rights of Third Parties) Act 1999.

#### 4. CERTIFICATION OF COMPLIANCE

Holdings has certified compliance with Clauses 24.6(b)(xi)(A) and (B) (Disposals) of the Senior Credit Agreement and Clauses 20.6(b)(xi)(A) and (B) (Disposals) of the Second Lien Credit Agreement not less than five Business Days (as defined in the Senior Credit Agreement) before the Disposal.

The Facility Agent confirms that such certification complies with Clause 24.6(b)(xi)(C) (Disposals) of the Senior Credit Agreement and Clause 20.6(b)(xi)(C) (Disposals) of the Second Lien Credit Agreement.

**5. DESIGNATION AS FINANCE DOCUMENT**

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

**6. RESERVATION OF RIGHTS**

Except as expressly set out in this Deed, each Finance Party reserves any other right or remedy it may have now or subsequently and nothing in this Deed shall in any way affect or prejudice the provisions of the Security Agreement or the obligations of those Chargors that are transferring the UK Business Assets to the Purchasers with respect to the Secured Liabilities or under any Finance Document. This Deed does not constitute a waiver, deferral or amendment of any right or remedy other than in relation to the releases referred to in paragraph 2 above.

**7. GUARANTEES AND SECURITY**

Holdings on behalf of itself and as Obligors' agent, pursuant to Clause 38.4 (Obligors) of the Senior Credit Agreement and Clause 34.4 (Obligors) of the Second Lien Credit Agreement, confirms that its guarantee under Clause 20 (Guarantee and indemnity) of the Senior Credit Agreement and under Clause 16 (Guarantee and indemnity) of the Second Lien Credit Agreement and the Security Interests created under each Security Document to which it is a party, subject in each case to the releases referred to in paragraph 2 above, remains in full force and effect.

**8. EXPENSES**

Holdings 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 Deed and any related documentation (including the fees and expenses of legal advisors and any applicable value added taxes).

**9. COUNTERPARTS**

This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**10. GOVERNING LAW AND JURISDICTION**

10.1 This Deed is governed by English law.

10.2 The provisions of Clause 41.1 (Jurisdiction) of the Senior Credit Agreement apply to this Deed as if expressly set out herein.

This Deed has been entered into as a Deed on the date stated at the beginning of this Deed.

## SCHEDULE

### UK BUSINESS ASSETS

1. The UK Inventory, which shall mean all finished goods, raw materials and work in process related to the UK Business and located at, or in transit to, the leasehold property occupied by APV UK Limited at Manor Drive, Paston Parkway, Peterborough.
2. The UK Accounts Receivable, which shall mean (a) any and all trade accounts receivable and other rights to payment from customers of the UK Business, (b) all other accounts or notes receivable and other rights to payment of the UK 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 UK Business Contracts, which shall mean all contracts or agreements of any kind entered into by or on behalf of APV UK Limited in connection with the UK Business.
4. The UK Business Know How, which shall mean with respect to the UK 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 UK Business Rights, which shall mean the benefits of all claims, entitlements and rights (whether actual, prospective or contingent) to which APV UK Limited is entitled in relation to the UK Business.
6. The patents and patent applications listed on Appendix A attached hereto.
7. The trademark registrations and applications listed on Appendix B attached hereto.
8. The licenses listed on Appendix C attached hereto.
9. The UK Goodwill, which shall mean the goodwill associated with the UK Business.
10. The UK 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 APV UK Limited with respect to the UK Business.
11. Any deposits and prepayments with respect to the UK Business.
12. 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 UK Business (excluding any VAT records).



**Appendix A**

**Patents and Patent Applications**

1. APV Systems Limited Patents and Patent Applications:

<b>Short Title</b>	<b>Country</b>	<b>Filed</b>	<b>Appn No.</b>	<b>Final No.</b>
Aerated Choc Enrobing	Austria	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Australia	19-Apr-00	41327/00	780 524
Aerated Choc Enrobing	Belgium	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Brazil	19-Apr-00	PI 0009950-3	Pending
Aerated Choc Enrobing	Canada	19-Apr-00	2 369 934	Pending
Aerated Choc Enrobing	Switzerland	19-Apr-00	03077806.2	1 374 692 (E)
Aerated Choc Enrobing	Switzerland	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Germany	19-Apr-00	03077806.2	600 19 470.1
Aerated Choc Enrobing	Germany	19-Apr-00	00920915.6	600 24 803.8
Aerated Choc Enrobing	Denmark	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Europe	19-Apr-00	03077806.2	1 374 692
Aerated Choc Enrobing	Europe	19-Apr-00	00920915.6	1 171 001
Aerated Choc Enrobing	Spain	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Finland	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	France	19-Apr-00	03077806.2	1 374 692 (E)
Aerated Choc Enrobing	France	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	United Kingdom	19-Apr-00	03077806.2	1 374 692 (E)
Aerated Choc Enrobing	United Kingdom	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Italy	19-Apr-00	03077806.2	1 374 692 (E)
Aerated Choc Enrobing	Italy	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	Japan	19-Apr-00	2000-613272	Pending
Aerated Choc Enrobing	The Netherlands	19-Apr-00	03077806.2	1 374 692 (E)
Aerated Choc Enrobing	The Netherlands	19-Apr-00	00920915.6	1 171 001 (E)

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Aerated Choc Enrobing	Sweden	19-Apr-00	00920915.6	1 171 001 (E)
Aerated Choc Enrobing	USA	19-Apr-00	10/011 816	6 951 660
Automatic Lollipop Stick Feeder	Canada	4-Apr-02	2 443 096	Pending
Automatic Lollipop Stick Feeder	Europe	4-Apr-02	02720117.7	Pending
Automatic Lollipop Stick Feeder	Japan	4-Apr-02	2002-578742	Pending
Automatic Lollipop Stick Feeder	Russian Federation	4-Apr-02	2003 132 466	Pending
Automatic Lollipop Stick Feeder	USA	4-Apr-02	10/473 955	Pending
Four Colour Depositing Method	Australia	17-Apr-02	2002 249 409	Pending
Four Colour Depositing Method	Brazil	17-Apr-02	PI 0208934.3	Pending
Four Colour Depositing Method	Canada	17-Apr-02	2 444 260	Pending
Four Colour Depositing Method	Germany	17-Apr-02	02718339.1	1 385 396 (E)
Four Colour Depositing Method	Europe	17-Apr-02	02718339.1	1 385 396
Four Colour Depositing Method	Spain	17-Apr-02	02718339.1	1 385 396 (E)
Four Colour Depositing Method	France	17-Apr-02	02718339.1	1 385 396 (E)
Four Colour Depositing Method	United Kingdom	17-Apr-02	02718339.1	1 385 396 (E)
Four Colour Depositing Method	Italy	17-Apr-02	02718339.1	1 385 396 (E)
Four Colour Depositing Method	Japan	17-Apr-02	2002-580747	Pending
Four Colour Depositing Method	The Netherlands	17-Apr-02	02718339.1	1 385 396 (E)
Four Colour Depositing Method	Russian Federation	17-Apr-02	2003 133 303	Pending
Four Colour Depositing Method	USA	17-Apr-02	10/473 956	Pending
High Level Aeration System	Belgium	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	Brazil	19-Oct-00	PI 0014944.6	Pending
High Level Aeration System	Canada	19-Oct-00	2 387 636	Pending
High Level Aeration System	Switzerland	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	Germany	19-Oct-00	00969680.8	600 03 056.3
High Level Aeration System	Denmark	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	Spain	19-Oct-00	00969680.8	1 221 862 (E)

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High Level Aeration System	France	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	United Kingdom	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	Italy	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	Japan	19-Oct-00	2001-532608	Pending
High Level Aeration System	The Netherlands	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	Sweden	19-Oct-00	00969680.8	1 221 862 (E)
High Level Aeration System	USA	19-Oct-00	10/122 895	6 983 683
Horizontal Mould Stick Placer	Canada	17-Apr-03	2 483 540	Pending
Horizontal Mould Stick Placer	Europe	17-Apr-03	03722757.6	Pending
Horizontal Mould Stick Placer	United Kingdom	2-May-02	0210093.1	2 388 007
Horizontal Mould Stick Placer	USA	17-Apr-03	10/513 248	Pending
Plaiting	Europe	2-Aug-02	02755122.5	Pending
Plaiting	USA	2-Aug-02	10/485 938	Pending
Stick Feeder Distributor	Australia	24-Sep-02	2002 327 950	Pending
Stick Feeder Distributor	Belgium	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	Canada	24-Sep-02	2 458 276	Pending
Stick Feeder Distributor	Germany	24-Sep-02	02762563.1	602 08 912.3
Stick Feeder Distributor	Europe	24-Sep-02	02762563.1	1 429 619
Stick Feeder Distributor	Spain	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	France	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	United Kingdom	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	Italy	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	Japan	24-Sep-02	2003-530087	Pending
Stick Feeder Distributor	Mexico	24-Sep-02	PA/a/2004/002789	Pending
Stick Feeder Distributor	The Netherlands	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	Turkey	24-Sep-02	02762563.1	1 429 619 (E)
Stick Feeder Distributor	USA	24-Sep-02	10/489 637	Pending
Thin Film Placing	United Kingdom	11-Jun-05	0511913.6	Pending

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2. APV UK Limited Patents and Patent Applications:

Short Title	Country	Filed	Appn No.	Final No.
Aerated Choc Enrobing	Austria	19-Apr-00	00920915.6	1 171 001 (E)
540 Cut Sheet Laminator	USA	7-Nov-95	836 214	5 863 566
Biscuit De-Stacker	Italy	12-Jan-96	96900148.6	0 801 629 (E)
Burner System	Canada	5-May-94	2 161 899	Pending
Burner System	Germany	5-May-94	94914466.1	694 21 274.1
Burner System	France	5-May-94	94914466.1	0 697 082 (E)
Burner System	United Kingdom	5-May-94	94914466.1	0 697 082 (E)
Burner System	Italy	5-May-94	94914466.1	0 697 082 (E)
Burner System	The Netherlands	5-May-94	94914466.1	0 697 082 (E)
Burner System	USA	5-May-94	866 145	6 015 101
Combined Microwave Biscuit Oven	Germany	5-May-94	94914465.3	694 05 390.2
Combined Microwave Biscuit Oven	Denmark	5-May-94	94914465.3	0 697 165 (E)
Combined Microwave Biscuit Oven	United Kingdom	5-May-94	9408975.2	2 278 764
Combined Microwave Biscuit Oven	Italy	5-May-94	94914465.3	0 697 165 (E)
Combined Microwave Biscuit Oven	USA	20-Aug-93	109 350	5 457 303
Dough Mixing under Variable Pressure (FMBRA)	Australia	5-Mar-93	36425/93	675 637
Dough Mixing under Variable Pressure (FMBRA)	Germany	5-Mar-93	93905528.1	693 05 502.2
Dough Mixing under Variable Pressure (FMBRA)	United Kingdom	5-Mar-93	93905528.1	0 629 115 (E)
Dough Mixing under Variable Pressure (FMBRA)	New Zealand	5-Mar-93	249 549	249 549
Dough Mixing under Variable Pressure (FMBRA)	South Africa	5-Mar-93	93/1583	93/1583
Freeze Demoulding	Germany	3-Dec-97	97947165.3	697 11 425.2
Freeze Demoulding	United Kingdom	3-Dec-97	97947165.3	0 944 331 (E)
Freeze Demoulding	The Netherlands	3-Dec-97	97947165.3	0 944 331 (E)
Freeze Demoulding	USA	3-Dec-97	319 299	6 242 028
Mould Inserts (AC 473)	United Kingdom	23-Jul-91	9115879.0	2 246 738

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## Appendix B

### Trademark Registrations and Applications

1. APV Limited Trademark Registrations:

Mark	Country	Final No.
CRYOJEL	Community Trade Mark	E1185552

2. APV Systems Limited Trademark Registrations:

Mark	Country	Final No.
ACCURIST	Community Trade Mark	1189026
BAKER PERKINS	Community Trade Mark	E923029
MICROFILM	United States of America	2369991
MICROFILM	Community Trade Mark	1236520
TWEEDY	Community Trade Mark	921833
TWEEDY	United Kingdom	1046408
ULTRATEX	Community Trade Mark	1186311
WERNER LEHARA	Community Trade Mark	921858

3. APV UK Limited Trademark Registrations:

Mark	Country	Final No.
MICROFILM	United Kingdom	2023478
M-P	United Kingdom	B1052102
MP	Community Trade Mark	2844769
TURBORADIANT	Australia	119030
TWEEDY	United States Of America	1285827

4. APV UK Limited Trademark Applications:

Country	Mark	Number	Application Date	Class
CTM	MP	2844769	9/11/2002	7

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5. Dormant/Liquidated<sup>1</sup> Company Trademarks:

<b>Mark</b>	<b>Country</b>	<b>Final No.</b>	<b>Applicant</b>
MICROFILM	Benelux	28952	APV Baker Fes Limited
MICROFILM	Germany	746526	Baker Perkins BCS Ltd
SUPERTEX	United Kingdom	867038	Baker Perkins Bakery Ltd
TWEEDY	Italy	350461	Tweedy of Burnley Ltd
TWEEDY	France	1428762	Tweedy of Burnley Ltd
TWEEDY	Benelux	347733	Tweedy of Burnley Ltd

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<sup>1</sup> The Applicants listed as the registered proprietors of these trademark registrations have been liquidated. APV UK Limited agreed to transfer all of its right, title and interest (if any) in these trademarks to the Purchasers, but made no warranty as to title or ownership.

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## **Appendix C**

### **Licenses**

1. Environmental Protection Act 1990 - Part B authorisation from Peterborough City Council (Ref No: EPA/025/R1).
2. National Rivers Authority Consent to Discharge into Carr Dyke (Consent No: PR/N/N/F3273).
3. Trade Effluent Discharge Consent from Anglian Water Services Ltd (Ref: ADN 75).
4. Trade Effluent Discharge Consent from Anglian Water Services Ltd (Ref: ADN 74).

**SIGNATORIES**

Executed as a **DEED** by

**INVENSYS INTERNATIONAL HOLDINGS LIMITED**

(on behalf of itself and as Obligors' agent, pursuant to Clause 38.4 (Obligors) of the Senior Credit Agreement and Clause 34.4 (Obligors) of the Second Lien Credit Agreement)

acting by two directors/a director and the secretary:

By:           V Hull            
Name: VICTORIA HULL  
Title: DIRECTOR

By:           Jawha            
Name: Per Pro Invensys Secretaries Limited  
Title: Secretary

Executed as a **DEED** by

**APV UK LIMITED**

acting by two directors/a director and the secretary:



By:           V Hull            
Name: VICTORIA HULL  
Title: DIRECTOR

By:           Jawha            
Name: Per Pro Invensys Secretaries Limited  
Title: Secretary



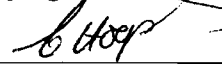

**DEUTSCHE BANK AG, LONDON BRANCH**

as Security Agent for and on behalf of the Secured Creditors

By:    
Name: C. HOOPER M. DE LELLIS  
Title: AUP VP

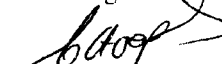

**DEUTSCHE BANK AG, LONDON BRANCH**

as Facility Agent for and on behalf of the Senior Finance Parties and

By:    
Name: C. HOOPER M. DE LELLIS  
Title: AUP VP

**DEUTSCHE BANK AG, LONDON BRANCH**

as Second Lien Agent for and on behalf of the Second Lien Finance Parties

By:    
Name: C. HOOPER M. DE LELLIS  
Title: AUP VP