

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property and Domain Name Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acuity CiMatrix, Inc.	FORMERLY Robotic Vision Systems, Inc.	10/03/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Siemens Energy and Automation, Inc.
<b>Street Address:</b>	3333 Old Milton Parkway
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30005
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1531778	I-PAK
Registration Number:	1201864	RAIL
Registration Number:	2261393	POWERBGA
Registration Number:	1507525	ACUITY
Registration Number:	1952836	ACUITY
Registration Number:	1952629	POWERVERSION
Registration Number:	2719768	INTELLIFIND
Registration Number:	2406830	VISIONSCAPE
Registration Number:	2241681	DIFFUSE ON-AXIS LIGHT
Registration Number:	2035404	NERLITE
Registration Number:	2611994	IDTRAC

**CORRESPONDENCE DATA**

Fax Number: (603)624-1432

**900059399**

**TRADEMARK  
 REEL: 003402 FRAME: 0449**

**OP \$290.00 1531778**

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

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ATTORNEY DOCKET NUMBER:	SIEMENS-05002 TM
NAME OF SUBMITTER:	Daniel J. Bourque, Esquire
Signature:	/djb/
Date:	10/04/2006

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY and DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 3rd day of October, 2005, is made and entered into by and between ACUITY CIMATRIX CORPORATION, a Delaware corporation f/k/a Robotic Vision Systems, Inc. ("Assignor"), and SIEMENS ENERGY AND AUTOMATION, INC., a Delaware corporation ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of (i) foreign patent applications set forth on Schedule A hereto (the "Foreign Patent Applications"); (ii) the foreign patents set forth on Schedule B hereto (the "Foreign Patents"); (iii) the foreign trademarks and applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto (the "Foreign Trademarks and Applications"), (iv) the US patent applications set forth on Schedule D hereto (the "US Patent Applications"), (v) the US patents set forth on Schedule E hereto (the "US Patents") and (vi) the US trademarks (including any and all goodwill symbolized thereby) set forth on Schedule F hereto (the "US trademarks"), ((i)-(vi), collectively, the "Purchased Intellectual Property").

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule G hereto and the domain name registrations therefore (the "Domain Names");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase and Sale Agreement, dated as of August 26, 2005 (the Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase the Acquired Assets from Assignor, including all of the Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names, including (i) all rights therein provided by international conventions or treaties, (ii) any and all goodwill of the business symbolized thereby; and (iii) any and all rights to sue or recover

and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, and rights for priority and protection of interests therein under the laws of any jurisdiction. Assignor shall not enter into any agreement in conflict with this Assignment.

2. No Warranties. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Purchased Intellectual Property and the Domain Names.

3. Further Assurances. At the request of Assignee, at any time after the Closing Date, Assignor shall execute and deliver such documents as Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment.



4. Registrant Name Change Agreement. Within three (3) days following receipt of notice from the applicable Internet domain name registering authority that the Domain Names are to be transferred to Assignee, Assignor shall complete whatever steps are necessary to effectuate such transfer in accordance with the policies and rules of the registering authority as required to transfer such Domain Names to Assignee on an expedited basis.

5. Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principals of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the United States Bankruptcy Code.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.



## Schedule F – US Trademarks

Mark	Registration Number	Status
ACUTY	1507525	Registered – Renewal Due 10/4/08
ACUTY	1952836	Registered – Renewal Due 1/30/06
AI 32	1321811	Registered – Renewal Due 2/26/05
I-PAK	1531778	Registered – Renewal Due 10/24/09
INTELLIFIND	2719768	Registered – 8&15 Dec Due by 5/27/09
ITRAN	1317872	Registered – Renewal Due 2/5/05
MacRAIL	1330721	Registered – Renewal Due 4/16/05
POWERGBA	2261393	Registered – 8&15 Dec Due 7/13/05
POWERVISION	1952629	Registered – Renewal Due 1/30/06
RAIL	1201864	Registered – Renewal Due 10/5/12
VISIONSCAPE	2406830	Registered – 8&15 Due 1/21/06
	1580468	Registered – Renewal Due 1/30/10
	1904281	Registered – Renewal Due 7/11/05
		
CDI	1927176	Registered – Renewal Due 10/17/05
DIFFUSE ON-AXIS LIGHT	2241681	Registered – 8&15 Dec Due 4/27/05
DOAL	1929508	Registered – Renewal Due 10/24/05
CLOUDY DAY	1997038	Registered – Renewal Due 8/27/06
IDTRAC	2611994	Registered – 8&15 Dec. Due 8/27/06
LYTEYPE	2445605	Registered – 8&15 Dec. Due 4/24/07
NENLITE	2035404	Registered – Renewal Due 2/4/07
SCDI	1928061	Registered – Renewal Due 10/17/05