

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invensys Systems, Inc.		03/31/2004	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Metso Automation USA Inc.		
Street Address:	44 Bowditch Drive		
City:	Shrewsbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01545		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2067076	FACTNET	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Jeffrey H. Kaufman		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	257396US		
NAME OF SUBMITTER:	Jeffrey H. Kaufman		
Signature:	/Jeffrey H. Kaufman/		
Date:	05/31/2007		

CH \$40.00 2067076

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of March 31, 2004 (the "Effective Date") by and between Invensys Systems, Inc. a Delaware corporation, ("Assignor"), and Metso Automation USA Inc. a Delaware corporation, ("Assignee") (collectively, the "Parties") pursuant to the Asset Purchase Agreement between the Parties dated March 31, 2004 (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement the Assignee has acquired all of the Assignors' right, title and interest in and to all of the trademarks and/or service marks that are comprised within Schedules 2.1.5 and 4.9 as reproduced in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, the intent of this Assignment is to effectuate the transfer of the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignors' right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist in relation to any of the Assigned Trademarks, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. This Assignment is intended to be an absolute assignment and not by way of security.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

INVENSYS SYSTEMS, INC.

METSO AUTOMATION USA INC.

By: Jay S. Ehle

By: _____

Name: Jay S. Ehle

Name: _____

Title: Vice President

Title: _____

NY #587315 v2

TRADEMARK

REEL: 002953 FRAME: 0782

TRADEMARK

REEL: 003552 FRAME: 0077

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

INVENSYS SYSTEMS, INC.

By: _____

Name: _____

Title: _____

METSO AUTOMATION USA INC.

By: 

Name: Douglas D. Dunn

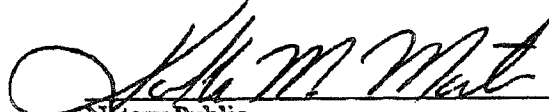
Title: Vice President

Finance and Administration

NY #587315 v2

State of Massachusetts ss.:
County of Worcester

On the 11 day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas D. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.



Notary Public

My commission expires: 4/28/04

Dated: 3/31/04



SCHEDULE I

ASSIGNED TRADEMARKS

1. WINGEMS

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2069534

Class 9 - Computer application software for use in modeling and simulating manufacturing processes for the purpose of designing evaluating and troubleshooting existing and new processes, plants and equipment, and for the training of operation control personnel.

2. FACTNET

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2067076

Class9- Computer application software for use in analyzing, troubleshooting, controlling and optimizing manufacturing processes

3. PACSIM

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2137871

Class 9- Computer application software for engineering and training services for the simulating, analysis, troubleshooting, control and optimization of manufacturing processes, including data collection, analysis and management

4. AOC

owned by Pacific Simulation, Inc., application abandoned, U.S. serial no. 76/144704

Class 42- Computer programming for others, software design for others, and computer consultation.

5. ADVANCED QUALITY CONTROL

owned by Pacific Simulation, Inc., application abandoned, U.S. serial no. 76/144705

Class 42- Computer programming for others. Software design for others. Computer consultation.