

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
Siemens Energy and Automation, Inc.		05/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Siemens Aktiengesellschaft
Street Address:	Wittelsbacherplatz 2
City:	Munich
State/Country:	GERMANY
Postal Code:	80333
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1927176	CDI
Registration Number:	1929508	DOAL
Registration Number:	1928061	SCDI
Registration Number:	2406830	VISIONSCAPE
Registration Number:	2241681	DIFFUSE ON-AXIS LIGHT
Registration Number:	1997038	CLOUDY DAY
Registration Number:	2035404	NERLITE
Registration Number:	1531778	I-PAK
Registration Number:	2719768	INTELLIFIND
Registration Number:	2611994	IDTRAC
Registration Number:	1580468	

CORRESPONDENCE DATA

Fax Number: (732)321-3014

900103630

**TRADEMARK
 REEL: 003755 FRAME: 0224**

CH \$290.00 1927176

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

Email: benjamin.rubin@siemens.com
Correspondent Name: Benjamin M. Rubin
Address Line 1: 170 Wood Avenue South
Address Line 4: Iselin, NEW JERSEY 08830

DOMESTIC REPRESENTATIVE

Name: Benjamin M. Rubin
Address Line 1: 170 Wood Avenue South
Address Line 4: Iselin, NEW JERSEY 08830

NAME OF SUBMITTER:	Benjamin M. Rubin
Signature:	/Benjamin M. Rubin/
Date:	04/08/2008

Total Attachments: 7
source=Intellectual_Property_Purchase_Agreement_final_05_06#page1.tif
source=Intellectual_Property_Purchase_Agreement_final_05_06#page2.tif
source=Intellectual_Property_Purchase_Agreement_final_05_06#page3.tif
source=Intellectual_Property_Purchase_Agreement_final_05_06#page4.tif
source=Intellectual_Property_Purchase_Agreement_final_05_06#page5.tif
source=Intellectual_Property_Purchase_Agreement_final_05_06#page6.tif
source=Intellectual_Property_Purchase_Agreement_final_05_06#page7.tif

INTELLECTUAL PROPERTY PURCHASE Agreement

between

Siemens Aktiengesellschaft,
a corporation duly organized and existing under the laws of the Federal Republic of
Germany,
having registered offices in Berlin and Munich,
Federal Republic of Germany
on behalf of its Automation & Drives Group
- hereinafter referred to as "Siemens" -

and

Siemens Energy and Automation, Inc.,
a corporation duly organized and existing under the laws of the state of Delaware,
having its principal place of business in Alpharetta, Georgia, U.S.A.
- hereinafter referred to as "SE&A" -

Preamble

Siemens wants to concentrate its Vision Systems Technology in order to capitalize portfolio worldwide on existing Siemens standards.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1 "Products" means the products as in further detail described in Annex 1 hereto.
- 1.2 "Know-How" means valuable, recorded, unrecorded, or oral information, data, or know-how, confidential information, including without limitation any scientific or general business information, as well as invention disclosures, information relating to the design, engineering, manufacturing, service, sale, marketing, and distribution of the Products, trade secrets, but excluding Patents.
- 1.3 "Patents" means issued patents, patent applications, utility patents, utility patent applications, design patents, design patent applications and other statutory protections similar or comparable thereto, as well as any continuations, continuations-in-part, extensions or renewals thereof (or similar proceedings and protections) related to the Products and listed in Annex 2 hereto.
- 1.4 "Affiliate" means any other person in direct or indirect parent, subsidiary or affiliate relationship to Siemens, or which is wholly or partly owned by Siemens; provided, however, that such person shall be deemed to be an Affiliate only as long as the foregoing test continues to be met.
- 1.5 "Trade Name(s)" means the trade name(s) described in Annex 2 hereto and owned by SE&A

2. Transfer and Sale of Know-How

- 2.1 SE&A, in exchange for the consideration set forth in Article 4, hereby sells and transfers its Know-How to Siemens and Siemens hereby accepts such sale and transfer.
- 2.2 In order for Siemens to be able to make appropriate use of the Know-How, SE&A shall assist Siemens as follows:
- 2.3 Upon request of Siemens, SE&A will permit a reasonable number of employees of Siemens to visit SE&A in order to study the methods used by SE&A in the implementation and application of the Know-How. The date and duration of, and payment of expenses relating to such visits as well as the number of delegates shall be mutually agreed upon from time to time.

Upon request of Siemens, SE&A is prepared - provided sufficient capacity of experts not required for other purposes is available for such assistance - to delegate experts to Siemens in order to advise Siemens in the implementation and application of the Know-

How. The number of experts to be delegated as well as the date and the duration of delegation shall be mutually agreed upon from time to time.

Further details, such as payment terms and conditions with respect to the aforesaid assistance, shall be agreed upon separately from time to time giving due consideration to arm's-length principles.

- 2.4 All documents incorporating Know-How shall be supplied to Siemens within 4 weeks following the effective date of this agreement, except for those documents which have been already transferred. The parties shall agree on the manner (including form and place) and time schedule in which any such documents are to be delivered to Siemens.

3. Transfer and Sale of Patents and Trade Names

- 3.1 SE&A, in exchange for the consideration set forth in Article 4, hereby agrees to sell and transfer to Siemens the Patents and Trade Names, and Siemens hereby accepts such sale and transfer.
- 3.2 SE&A shall provide services necessary to effect the transfer, implementation, and maintenance of the patents and Trade Names.
- 3.3 Siemens shall provide Siemens Corporation IPD with an IPD cost account to assign to the Patents, wherefore Siemens shall become financially responsible for all expenses associated with the Patents after the transfer and implementation of the Patents.

4. Consideration

- 4.1 As consideration for the sale and transfer of the Know-How and Patents and Trade Names, Siemens shall pay to SE&A the amount of US\$ 6,925,900 (Six Million, Nine hundred twenty-five thousand, nine hundred United States Dollars).
- 4.2 The consideration set forth in 4.1 shall be payable within 30 days following the effective date of this agreement by intercompany transfer, intercompany debit, credit or charge against the accounts of the payor, or by check made payable to and delivered to the payee.

5. Warranty, Liability, Responsibility for Products

- 5.1 No representations or warranties (including without limitation any with respect to infringement, ownership, rights to license) are made by SE&A with respect to Patents, Know-How or any other rights licensed or sold pursuant to this Agreement, and any and all warranties, express or implied, are expressly disclaimed by SE&A, including any warranty of merchantability or fitness for a particular purpose.
- 5.2 SE&A makes no representation or warranty that there are no claims, disputes or proceedings pending, anticipated or which may arise, at any time, with respect to the Patents or Know-How sold and transferred under this Agreement, or that use of such Patents or Know-How will not infringe upon or constitute an unlawful use of the proprietary, statutory or contractual rights of a third person.

6. Term

- 6.1 This agreement shall become effective retroactively as of 3rd October 2005, upon signature by both parties.

7. Disputes and Arbitration

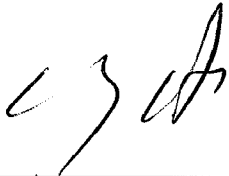
- 7.1 Any claims or disputes arising from this Agreement, including such claims or disputes which might arise after termination of this Agreement, shall be settled amicably, wherever possible, by the Parties hereto. If it should not be possible to reach an understanding within a reasonable time, then, upon request of one Party, a member of the management of SE&A and a member of the management of Siemens will try to find a joint proposal for settling the claim or dispute, especially after termination of this Agreement. If no such joint proposal is found or if such a proposal is not accepted by both Parties, such claim or dispute may be submitted by either Party, upon delivery of written notice to the other Party, to a court of arbitration as per Section 7.2 below.
- 7.2 If an attempt at settlement has failed, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris ("Rules") by three arbitrators appointed in accordance with the Rules. Each Party shall nominate one arbitrator for confirmation by the competent authority under the applicable Rules ("Appointing Authority"). Both arbitrators shall agree on the third arbitrator within 30 days. Should the two arbitrators fail, within the above time-limit, to reach agreement on the third arbitrator, he shall be appointed by the Appointing Authority. The place of arbitration shall be Nurnberg, Germany, unless otherwise mutually agreed. The procedural laws of this place shall apply where the Rules are silent. The language to be used in the arbitration proceeding shall be English. The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the matter of costs of the arbitration.
- 7.3 Siemens has not in any way agreed to or consented to the jurisdiction of the federal, state or local courts of the United States of America for any purpose whatsoever and shall not be so treated hereunder. SE&A has not in any way agreed to or consented to the jurisdiction of the courts of the Federal Republic of Germany or any other country outside the United States of America and shall not be so treated hereunder. The final decision of the arbitrators may be enforced by any court having proper jurisdiction.

8. Miscellaneous

- 8.1 All differences or disputes shall be decided on the basis of this Agreement. The Agreement shall be construed under, and governed by, the substantive law of Germany without recourse to any other laws.
- 8.2 If any provision of this Agreement is invalid under a law of any state or country in which this Agreement is effective to be performed, such provision shall be deemed and shall be disregarded in such state or country and the remaining provisions of this Agreement shall not be otherwise affected and shall continue to bind the Parties.
- 8.3 The provisions of this Agreement may only be modified or changed by a mutually agreed to written agreement, signed by an authorized representative of each of the Parties.
- 8.4 This Agreement shall embody the entire agreement of the parties with respect to the subject matters thereof and supersede all understandings and agreements, oral or written, between the parties with respect to the subject matters thereof prior to the date thereof.

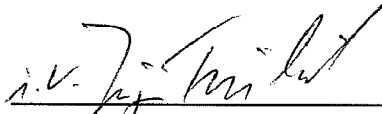
IN WITNESS WHEREOF, the parties have duly executed this agreement.

Alpharetta, 15th May 2006
Siemens Energy & Automation, Inc.



Thomas E. Kepransky

Nuremberg, 15th May 2006
Siemens Aktiengesellschaft



i.v. J. K. Müller
Proc. Berol

Annex 1
Annex 2

Products
Assignment of Patents; Trademark
Assignments

Annex 3 Summary of identified patents

Siemens

Purchase price allocation of the Acuity business

As of October 3, 2005

Summary of identified patents

Current No.	Patent No.	Patent Title	Issue Date*	Expiration Date*
1	8667889	Power control system and method for illumination array	23/12/2003	24/02/2020
2	6349023	Power control system for illumination array	19/02/2002	24/02/2020
3	8308234	Flexible processing hardware architecture	23/10/2001	17/10/2017
4	6262803	System and method for three dimensional inspection using patterned light projection	17/07/2001	10/08/2018
5	6236747	System and method for image subtraction for ball and bumped grid array inspection	22/05/2001	26/02/2017
6	6233369	Morphology processing apparatus and method	15/05/2001	17/10/2017
7	6226783	Object oriented method of structuring software step program	01/05/2001	16/03/2018
8	6208772	Data processing system for logically adjacent data samples such as image data in a machine vision system	27/03/2001	17/10/2017
9	6208769	Method of accurately locating the fractional position of a template match point	27/03/2001	28/05/2018
10	6201892	System and method for arithmetic operations for electronic package inspection	13/03/2001	26/02/2017
11	6144453	System and method for three dimensional inspection using patterned light projection	07/11/2000	10/08/2018
12	6118524	Ring illumination apparatus and method	12/09/2001	26/02/2017
13	6058434	Apparent network interface for and between embedded and host processors	02/05/2000	19/02/2018
14	6041148	System and method for extracting image data	21/03/2000	17/10/2017
15	6038352	Two-bit morphology processing apparatus and method	14/03/2000	17/10/2017
16	5977994	Data resampler for data processing system for logically adjacent data samples	02/11/1999	17/10/2017
17	5943125	Ring illumination apparatus for illuminating reflective elements on a generally planar surface	24/08/1999	26/02/2017
18	5926557	Inspection method	20/07/1999	26/02/2017
19	5828449	Ring illumination reflective elements on a generally planar surface	27/10/1998	26/02/2017
20	6330521	Optical scanner alignment indicator method and apparatus	11/12/2001	01/05/2018
21	6201406	Optical scanner alignment indicator method and apparatus	20/03/2001	01/05/2018
22	6860428	Optical symbologies imager	01/03/2005	11/09/2018
23	6681521	Diffuse surface illumination device	09/12/2003	11/09/2018
24	6549239	Smart progressive scan charge-coupled device	15/04/2003	06/05/2017
25	6283374	Symbology imaging and reading apparatus and method	04/09/2001	11/09/2018
26	6267294	Method of operating a charge coupled device in an accelerated mode and in conjunction with an optical symbology imager	31/07/2001	11/09/2018
27	6244764	Method for data matrix print quality verification	12/06/2001	21/01/2020
28	6088887	Optical focusing device and method	08/08/2000	11/09/2018
29	6066857	Variable focus optical system	23/05/2000	11/09/2018
30	6036086	Multi-modality grippable device and method of use	14/03/2000	11/09/2018
31	6032860	Uniform ultraviolet strobe illuminator and method of using same	07/03/2000	05/08/2017
32	5984366	Unalterable self-verifying articles	16/11/1999	26/07/2014
33	5568607	Apparatus, systems and methods for controlling power consumption in a selectively enabled processing system	22/10/1996	19/08/2014
34	5484999	Dynamically variable machine readable binary code and method for reading and producing thereof	16/01/1996	01/10/2008
35	5479004	Dynamically variable machine readable binary code and method for reading and producing thereof	26/12/1995	01/10/2008
36	5477045	Dynamically variable machine readable binary code and method for reading and producing thereof	19/12/1995	01/10/2008
37	5473151	Dynamically variable machine readable binary code and method for reading and producing thereof	05/12/1995	01/10/2008
38	5468953	Dynamically variable machine readable binary code and method for reading and producing thereof	21/11/1995	03/07/2010
39	5464974	Dynamically variable machine readable binary code and method for reading and producing thereof	07/11/1995	30/08/2009
40	5329107	Dynamically variable machine readable binary code and method for reading and producing thereof	12/07/1994	03/07/2007
41	5324923	Dynamically variable machine readable binary code and method for reading and producing thereof	28/06/1994	26/06/2011
42	5126542	Dynamically variable machine readable binary code and method for reading and producing thereof	30/06/1992	01/10/2008
43	5124536	Dynamically variable machine readable binary code and method for reading and producing thereof	23/06/1992	23/06/2009
44	5053609	Dynamically variable machine readable binary code and method for reading and producing thereof	01/10/1991	03/07/2007
45	4939354	Dynamically variable machine readable binary code and method for reading and producing thereof	03/07/1990	05/05/2008
46	6667762	Miniature inspection system	12/12/2003	28/05/2012
47	6429934	Optimal symbology illumination apparatus and method	06/08/2002	11/09/2008
48	6003992	Back lighting illumination system	21/12/1999	02/08/2018
49	5920643	Imaging system and method for imaging indicia on water	02/03/1999	13/05/2007
50	5842060	Illumination device with curved beam splitter for illuminating an object with continuous diffuse light	24/11/1998	31/10/2014
51	5764874	Imaging system utilizing both diffuse and specular reflection characteristics	09/06/1998	31/10/2014
52	5761540	Illumination device with micro-louver for illuminating an object with continuous diffuse light	02/06/1998	31/10/2014
53	5713661	Hockey puck shaped continuous diffuse illumination apparatus and method	03/02/1998	23/10/2015
54	5684530	Continuous diffuse illumination method and apparatus	04/11/1997	16/02/2013
55	5539485	Illumination device for providing continuous diffuse light on and off an observing axis	23/07/1996	31/10/2014
56	5461417	Continuous diffuse illumination method and apparatus	24/10/1995	16/02/2013
57	6533181	Direct part marking of parts with encoded symbology method and apparatus and symbology	19/03/2003	22/07/2020
58	3529154	Method and apparatus for reading two dimensional identification symbols using radar techniques	04/03/2003	16/03/2020



Summary of identified trademarks

Siemens

Purchase price allocation of the Acuity business

As of October 3, 2004

Summary of identified trademarks

No.	Mark	Registration No.	Status	Renewal due*
1	ACUITY	1507525	Registered	04/10/2008
2	ACUITY	1952836	Registered	30/01/2006
3	AI 32	1321811	Registered	26/02/2005
4	I-PAK	1531778	Registered	24/10/2009
5	INTELLIFIND	2719768	Registered	27/05/2009
6	ITRAN	1317872	Registered	05/02/2005
7	MacRAIL	1330721	Registered	16/04/2005
8	POWERGBA	2261393	Registered	13/07/2005
9	POWERSVISION	1952629	Registered	30/01/2006
10	RAIL	1201864	Registered	05/10/2012
11	VISIONSCAPE	2406830	Registered	21/11/2006
12		1580468	Registered	30/01/2010
13		1904281	Registered	11/07/2005
14	CDI	1927176	Registered	17/10/2005
15	DIFFUSE ON-AXIS LIGHT	2241681	Registered	27/04/2005
16	DOAL	1929508	Registered	24/10/2005
17	CLOUDY DAY	1997038	Registered	27/08/2006
18	IDTRAC	2611994	Registered	27/08/2006
19	LYTEPYPE	2445605	Registered	24/04/2007
20	NERLITE	2035404	Registered	04/02/2007
21	SCDI	1928061	Registered	17/10/2005

*(day/month/year)

© 2006 PricewaterhouseCoopers, Munich.