

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: 3			
Property Type	Number	Word Mark	
Registration Number:	1952836	ACUITY	
Registration Number:	1507525	ACUITY	
Registration Number:	1952629	POWERVISION	
CORRESPONDENCE DATA			
Fax Number:	(425)455-1046		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	425-455-5575		
Email:	trademarks@graybeal.com		
Correspondent Name:	Bryan A. Santarelli		
Address Line 1:	155 108TH AVE NE		
Address Line 2:	STE 350		
Address Line 4:	BELLEVUE, WASHINGTON 98004		
ATTORNEY DOCKET NUMBER:	0032-699		

CH \$90.00 1952836

DOMESTIC REPRESENTATIVE

900125343

**TRADEMARK
 REEL: 003923 FRAME: 0847**

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

NAME OF SUBMITTER:	Bryan A. Santarelli
Signature:	/Bryan A. Santarelli/
Date:	01/23/2009

Total Attachments: 4
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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

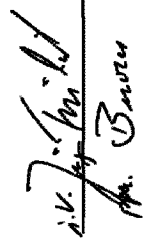
- 8.1 All differences or disputes shall be decided on the basis of this Agreement. The Agreement shall be construed under, and governed by, the substantive law of Germany without recourse to any other laws.
- 8.2 If any provision of this Agreement is invalid under a law of any state or country in which 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. Koganda

Nuremberg, 15th May 2006
Siemens Aktiengesellschaft


i.v. J. P. ...
A. B. ...

Annex 1
Annex 2

Products
Assignment of Patents; Trademark
Assignments

