

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Siemens Energy and Automation, Inc.		09/26/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Siemens Energy, Inc.
<b>Street Address:</b>	4400 Alafaya Trail
<b>City:</b>	Orlando
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32826
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76091321	PPM
Serial Number:	76091322	PRESSURE PROTECTION MANAGER
Serial Number:	76091320	PRESSURE PROTECTION MANAGER 2000
Serial Number:	77505508	PS ASSET INTEGRITY MANAGER
Serial Number:	77505546	PS CHANGE MANAGER
Serial Number:	77505543	PS INFORMATION MANAGER
Serial Number:	75644082	ULTRAPIPE

**CORRESPONDENCE DATA**

Fax Number: (407)736-6440  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (407) 736-6449  
 Email: john.musone@siemens.com  
 Correspondent Name: John P. Musone  
 Address Line 1: 170 Wood Ave

CH \$190.00 76091321

Address Line 4: Iselin, NEW JERSEY 08830

NAME OF SUBMITTER:

John P Musone

Signature:

/John P Musone/

Date:

08/14/2009

Total Attachments: 6

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Execution Copy

ASSET PURCHASE AGREEMENT  
BY AND BETWEEN  
SIEMENS ENERGY & AUTOMATION, INC.  
AND  
SIEMENS POWER GENERATION, INC.

dated as of September 26, 2008

Pages 2-3, 5-7 and 9-17 have been redacted

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of the 26th day of September 2008, is entered into by and between SIEMENS ENERGY & AUTOMATION, INC., a Delaware corporation ("SE&A") and SIEMENS POWER GENERATION, INC., a Delaware corporation ("SPGI").

### WITNESSETH:

On the terms and subject to the conditions set forth in this Agreement, SE&A desires to sell and transfer to SPGI, and SPGI desires to purchase and assume from SE&A those assets and liabilities of the O&G Business identified in this Agreement.

NOW, THEREFORE, in consideration of the representation, warranties, covenants and agreements contained herein, SE&A and SPGI, each intending to be legally bound hereby, agree as set forth below.

### ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1:

"Affiliate" means any person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control of any Party or a Parent Company. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Asset Purchase Agreement, as it may be amended from time to time, together with all Schedules and Exhibits attached hereto.

"Assumed Liabilities" has the meaning given that term in Section 2.3.

"Berwanger Agreement" means that certain Stock Purchase Agreement among Siemens Energy & Automation, Inc., Berwanger, Inc. and Patrick C. Berwanger, dated as of December 15, 2005, as amended to date.

"Consideration" has the meaning given that term in Section 2.5.

"Contract" or "Contracts" means any written agreement, financial instrument, lease or license related to the O&G Business (i) to which SE&A or any of its predecessors is a party or (ii) by which the O&G Business, SE&A or any such predecessor(s) is/are bound, including without limitation, the Berwanger Agreement; agreements with customers and suppliers; purchase orders issued or received by the O&G Business in the ordinary course of business; employment agreements with the O&G

ARTICLE II  
THE TRANSACTION

**2.1 Sale and Purchase of Assets.** Upon the terms and subject to the conditions of this Agreement, SE&A hereby sells, assigns, transfers, conveys and delivers to SPGI, and SPGI hereby purchases and accepts delivery from SE&A, in each case, effective as of 12:01 AM Eastern Standard Time on October 1, 2008 (the "Effective Time" and such date, the "Effective Date"), of all of SE&A's right, title and interest in and to the properties, business as a going concern, goodwill and assets of every kind, nature and description used or held for use solely in connection with the O&G Business, as the same exist on the Effective Date, whether real, personal or mixed, tangible or intangible, in electronic form or otherwise, including but not limited to the following (collectively, the "Transferred Assets"):

(a) all inventories (net of reserves) of parts, supplies and components used or held for use in connection with, and all work in process and finished products exclusively of, the O&G Business; for illustration purposes, the parties have attached as Schedule 2.1(a) a list of such inventories as of April 30, 2008 (except for ISBU Inventories which are listed as of August 28, 2008);

(b) all equipment, tools, dies, molds, furniture, vehicles, office equipment and other tangible personal property (the "Fixed Assets") owned or leased and used exclusively in the O&G Business, wherever located; for illustration purposes, the parties have attached as Schedule 2.1(b) a list of such Fixed Assets as in existence on June 10, 2008;


(c) all intangible assets exclusively related to the O&G Business, including the Transferred IP listed on Schedule 2.1(c);


(d) all (or copies of) customer lists, books, business records, customer records and files, customer financial records, and all other files and information relating to the O&G Business and/or the Transferred Assets, including minutes and memoranda of meetings with customers and their representatives, all proposals to customers or prospective customers, all uncompleted or partially completed customer projects, and all customer order backlog, all records pertaining to property, production, engineering, environmental compliance, purchasing and sales, credit data, personnel and payroll, accounting, supplier lists, manuals, correspondence and similar items, to the extent each of the foregoing relates exclusively to the O&G Business;

(e) all rights, benefits and interests in, to and under all executory Contracts and agreements, including those listed on Schedule 2.1(e) and all customer advances to the extent related to the O&G Business; provided that to the extent any of the Contracts or agreements or any claim or right or benefit arising thereunder or resulting therefrom is not assignable by its terms, or the assignment thereof shall require the consent or approval of another party thereto, this Agreement shall not constitute an assignment thereof if an attempted assignment would be in violation of the terms thereof or if such consent is not obtained prior to the Effective Date, and in lieu thereof SE&A shall

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SIEMENS ENERGY & AUTOMATION, INC.

By:   
Name: Dennis Sadlowski  
Title: President & Chief Executive Officer

By:   
Name: Harry Volande  
Title: Executive Vice President & Chief Financial Officer

SIEMENS POWER GENERATION, INC.

By: \_\_\_\_\_  
Name: Randy Zwirn  
Title: President & Chief Executive Officer

By: \_\_\_\_\_  
Name: Steven Conner  
Title: Vice President & Chief Financial Officer


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

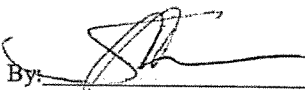
SIEMENS ENERGY & AUTOMATION, INC.

By: \_\_\_\_\_  
Name: Dennis Sadlowski  
Title: President & Chief Executive Officer

By: \_\_\_\_\_  
Name: Harry Volande  
Title: Executive Vice President & Chief Financial Officer

SIEMENS POWER GENERATION, INC.

By:  \_\_\_\_\_  
Name: Randy Zwin  
Title: President & Chief Executive Officer

By:  \_\_\_\_\_  
Name: Steven Conner  
Title: Vice President & Chief Financial Officer

**Schedule 2.1 c: Intellectual Property Transfer**

**Patents**

Title	Status Description	Application No.	Application Date	Country	Patent No.	Grant Date
Apparatus and Method for Performing Process Hazard Analysis	Filed	10/895,169	07/20/2004	US		
Apparatus and method for assessing exceedance of a Process Beyond Safe Operating Limits	Filed	10/895,212	07/20/2004	US		
Apparatus and Method for Automatically Selecting Inspection Plans to Optimize Target Objectives	Inactive			US		
Apparatus and Method for Generating List of Nonconforming Specifications in a Debottlenecking Study	Inactive			US		
Apparatus and Method for Creating Scaled, Three-Dimensional Model of Hydraulic System to Perform Calculations	Filed	10/935,695	09/07/2004	US		
Pressure Protection Manager System and Apparatus	Granted	08/624,174	03/29/1996	US	5,774,372	06/30/1998
Risk Assessment for Relief Pressure System	Granted	11/162,984	09/30/2005	US	7,039,502	05/02/2006
Method of Analyzing Oil and Gas Production Project	Filed	11/162,984	09/30/2005	US		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US06/35,148	09/30/2006	PCT		
Method of Analyzing Oil and Gas Production Project	Filed	6814379.1	09/30/2006	European Union		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US06/35,148	09/30/2006	Canada		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US06/35,148	09/30/2006	China		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US06/35,148	09/30/2006	Japan		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US06/35,148	09/30/2006	Mexico		
RSS Pressure Monitoring System	Provisional	60/973,908	09/20/2007			
RSS Upstream Oil and Gas Software Data Updating System	Provisional	60/982,165				

**Trademarks**

Mark	Status Description	Application No.	Application Date	Country	Registration No.	Registration Date
PPM	Registered	76/091,321	07/18/2000	US	2,596,987	07/23/2002
PPM 2000	Registered	76/091,319	07/18/2000	US	2,596,986	07/23/2002
Pressure Protection Manager	Registered (Supplemental)	76,091,322	07/18/2000	US	2,712,212	04/29/2003
Pressure Protection Manager 2000	Registered (Supplemental)	76/091/320	07/18/2000	US	2,807,522	01/20/2004
PS Asset Integrity Manager	Applied	77/505,508	06/23/2008	US		
PS Change Manager	Applied	77/505,546	06/23/2008	US		
PS Information Manager	Applied	77/505,543	06/23/2008	US		
Siemens Process Safety Suite	Applied	77/505,386	06/23/2008	US		
UltraPIPE	Registered	75/644,082	02/19/1999	US	2,382,526	09/05/2000
Flare CRA	Docketed, but not yet filed			US		
Berwanger	Docketed, but not yet filed			US		

**Licenses**

Exclusive sublicense by and between the United States of America, as represented by the United States Department of Energy (Licensor) and Berwanger, Inc. (Licensee) for Thermal Safety Software developed under International Science and Technology Center project #1498.

**TRADEMARK**