

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cybectec Inc.		12/21/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Cooper Industries (Electrical) Inc.		
Street Address:	1 First Canadian Place, 100 King Street West		
Internal Address:	Suite 1600		
City:	Toronto Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1G5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2809586	SUBSTATION MODERNIZATION PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	(713)209-8995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.209.8400		
Email:	ashli.irwin@cooperindustries.com		
Correspondent Name:	Trademark Administrator		
Address Line 1:	600 Travis		
Address Line 2:	Suite 5600		
Address Line 4:	Houston, TEXAS 77089		
ATTORNEY DOCKET NUMBER:	027986 (CYBECTEC)		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 2809586

900144939

**TRADEMARK
 REEL: 004075 FRAME: 0712**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Ashli Irwin

Signature:

/aji/

Date:

10/08/2009

Total Attachments: 5
source=Cybectec IP#page1.tif
source=Cybectec IP#page2.tif
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source=Cybectec IP#page5.tif

4.13.3 no party to the lease or sublease is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

4.13.4 no party to the lease or sublease has repudiated any provision thereof;

4.13.5 there are no disputes, oral agreements, or forbearance programs in effect as to the lease or sublease;

4.13.6 Cybectec has not assigned, transferred, conveyed, mortgaged, hypothecated, deeded in trust, or encumbered any interest in the leasehold or subleasehold;

4.13.7 to the Knowledge of the Seller or the Guarantors, all facilities leased or subleased thereunder have received all approvals of Governmental Bodies (including licenses and permits) required in connection with the operation of the Business and have been operated and maintained in accordance with applicable Laws;

4.13.8 all facilities leased or subleased thereunder are supplied with utilities and other services necessary for the operation of the Business as it is currently operated;

4.13.9 to the Knowledge of the Seller or the Guarantors, the owner of the facility leased or subleased has good and marketable title to the parcel of real property, free and clear of any Encumbrances, easement, covenant, or other restriction, except for installments of special easements not yet delinquent and recorded easements, covenants, and other restrictions which do not impair the current use, occupancy, or value, or the marketability of title, of the property subject thereto;

4.13.10 there have been no material alterations to any of Cybectec's leaseholds and there are no remediation obligations to be fulfilled at the end of any term of any of the leases.

4.14 **Intellectual Property; Software.**

4.14.1 Cybectec owns or has the exclusive right to use, manufacture, sell, modify, copy, or distribute pursuant to license, sublicense, agreement, or permission all Intellectual Property (including without limitation the Intellectual Property in Sections 4.14.2, 4.14.3 and 4.14.4 of the Disclosure Schedule), free of any encumbrance, license, or other restriction except as set forth in Section 4.14.1(a) of the Disclosure Schedule, necessary for the operation of the Business or used by Cybectec in the Business as presently conducted by Cybectec. Subject to the Seller obtaining the consents outlined in Section 4.3 of the Disclosure Schedule,

each item of Intellectual Property owned or used by Cybectec immediately prior to the Closing hereunder will be owned or available for use by the Buyer on identical terms and conditions immediately subsequent to the Closing hereunder. Except as disclosed in Section 4.14.1(b) of the Disclosure Schedule, Cybectec is under no obligation to license its Intellectual Property to third parties, other than in favour of its customers in the Ordinary Course of Business, or to disclose its Intellectual Property to third parties, including without limitation any obligation to disclose the source code of open source software. Except as set out in Section 4.14.1(c) of the Disclosure Schedule, no royalties are required to be paid by Cybectec or will be required to be paid by the Buyer in relation to the use, manufacture, sale, modification, reproduction or distribution of the Intellectual Property in relation to the Business as conducted in the 12-month period preceding the Closing Date. Except as disclosed in Section 4.14.1(d) of the Disclosure Schedule, no material verbal agreements bind Cybectec in relation to its Intellectual Property.

4.14.2 (a) Section 4.14.2(a) of the Disclosure Schedule identifies each patent registration, trademark registration, copyright registration or domain name registration which has been issued to Cybectec with respect to any of its Intellectual Property; (b) Section 4.14.2(b) of the Disclosure Schedule identifies each pending application or application for registration for patent rights, trademarks, copyrights and domain names which Cybectec has made with respect to any of its Intellectual Property; (c) Section 4.14.2(c) of the Disclosure Schedule identifies any technology or process that Cybectec treats as a trade secret, including any potentially patentable technology of Cybectec that has not been the object of a patent application and any Software. The Seller has delivered to the Buyer correct and complete copies of all such registrations and applications for the same and have made available to the Buyer correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item; (d) Section 4.14.2(d) of the Disclosure Schedule also identifies each trade name or unregistered trademark used by Cybectec in connection with any of its businesses.

4.14.3 Section 4.14.3 of the Disclosure Schedule identifies each item of Intellectual Property that any third party owns and that Cybectec uses pursuant to license, sublicense, agreement, or permission. The Seller has delivered to the Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date) as well as copies of all amending documents. The Seller hereby represents to the Buyer that Hydro-Québec and the Canadian Coast Guard are the only clients of the Seller with whom the Seller has ongoing services-related activities.

4.14.4 Section 4.14.4 of the Disclosure Schedule identifies licenses, sublicenses, agreements, and permissions (as amended to date) to any

SCHEDULE 4.14.2 (A)

**PATENT RIGHT, TRADEMARK, COPYRIGHT AND DOMAIN NAME
REGISTRATIONS ISSUED TO CYBECTEC**

Cybectec has been issued and currently uses the following domain names: WWW.CYBECTEC.COM
and WWW.CYBECTEC.NET.

Cybectec has been issued the following registered trademarks:

REGISTERED TRADEMARK	COUNTRY	REGISTRATION NUMBER	FILE NUMBER	REGISTRATION DATE	RELATED PRODUCTS
Substation Modernization Solution	Canada	TMA560,150	1011460	April 12, 2002	Substation gateway
SMP	Canada	TMA560,109	1025082	April 11, 2002	Substation gateway
Visual Substation	Canada	TMA560,127	1011093	April 12, 2002	Visual Substation
Substation Modernization Platform	Canada	TMA579,968	1011092	April 28, 2003	Substation gateway
VSS	Canada	TMA617,975	1143143	August 30, 2004	Visual Substation
Substation Modernization Platform	United States	2809586	Non applicable	January 27, 2004	Substation gateway
Visual Substation	United States	2870671	Non applicable	August 3, 2004	Visual Substation

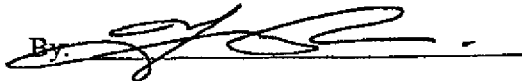
The Parties hereto have executed this Agreement on the date first above written.

COOPER INDUSTRIES (ELECTRICAL) INC.

By: _____

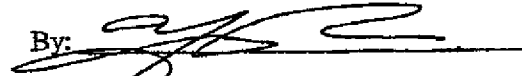
Title: _____

CYBECTEC INC.

By:  _____

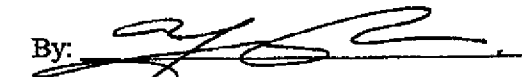
Title: SECRETARY AND DIRECTOR.

9135-8184 QUÉBEC INC.

By:  _____

Title: SECRETARY AND DIRECTOR.

2755-5945 QUÉBEC INC.

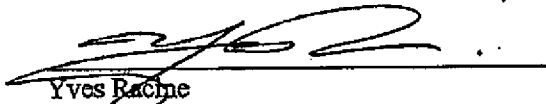
By:  _____

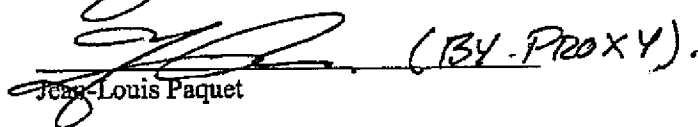
Title: PRESIDENT AND DIRECTOR.

2755-5952 QUÉBEC INC.

By:  _____

Title: AUTHORIZED SIGNATORY.

 _____
Yves Racine

 _____ (BY-PROXY).
Jean-Louis Paquet

The Parties hereto have executed this Agreement on the date first above written.

COOPER INDUSTRIES (ELECTRICAL) INC.

By: [Signature]

Title: VICE PRESIDENT

CYBECTEC INC.

By: _____

Title: _____

9135-8184 QUÉBEC INC.

By: _____

Title: _____

2755-5945 QUÉBEC INC.

By: _____

Title: _____

2755-5952 QUÉBEC INC.

By: _____

Title: _____

Yves Racine

Jean-Louis Paquet