

USPTO

9/30/2009 7:31:54 AM PAGE 4/008 Fax Server

TO: JOHN P. MUSONE COMPANY: 170 WOOD AVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/27/2009
900144060

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor previously recorded on Reel 004049 Frame 0044. Assignor(s) hereby confirms the Assigns the entire interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIEMENS POWER GENERATION, INC.		10/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SIEMENS ENERGY, INC.
Street Address:	4400 Alafaya Trail
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32826
Entity Type:	CORPORATION: <i>Delaware</i>

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78091321	PPM
Serial Number:	78091322	PRESSURE PROTECTION MANAGER
Serial Number:	78091320	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: (732)590-6875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4077366449
 Email: john.musone@siemens.com
 Correspondent Name: John P. Musone

CH \$190.00 7609132

700420499

TRADEMARK
REEL: 004079 FRAME: 0043

USPTO

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TO: JOHN P. MUSONE COMPANY: 170 WOOD AVE

Address Line 1:	170 Wood Ave
Address Line 4:	Iselin, NEW JERSEY 08830
NAME OF SUBMITTER:	John P. Musone
Signature:	/John P. Musone/
Date:	09/27/2009
Total Attachments: 3 source=DOC003#page1.tif source=SPGI to SEI Name change documents#page1.tif source=SPGI to SEI Name change documents#page2.tif	

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.		09/26/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Siemens Energy, Inc.		
Street Address:	4400 Alafaya Trail		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32826		
Entity Type:	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		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4077366449		
Email:	john.musone@siemens.com		
Correspondent Name:	John P. Musone		
Address Line 1:	170 Wood Ave		

CH \$190.00 76091321

900141405

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 REEL: 004049 FRAME: 0044

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 REEL: 004079 FRAME: 0045

Address Line 4: Iselin, NEW JERSEY 08830	
NAME OF SUBMITTER:	John P Musone
Signature:	/John P Musone/
Date:	08/19/2009
Total Attachments: 6 source=DOC003#page1.tif source=DOC003#page2.tif source=DOC003#page3.tif source=DOC003#page4.tif source=DOC003#page5.tif source=DOC003#page6.tif	

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REEL: 004079 FRAME: 0046

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

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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

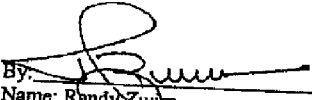
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.


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
 Filings

Title	Status Description	Application No.	Application Date	Country	Patent No.	Grant Date
Apparatus and Method for Performing Process Hazard Analysis	Filed	10485,189	07/20/2004	US		
Apparatus and Method for Assessing Adequacy of a Process Beyond Safe Operating Limits	Filed	10985,212	07/20/2004	US		
Apparatus and Method for Automatically Scheduling Inspection Plans to Optimize Target Objectives	Inactive			US		
Apparatus and Method for Generating List of Nonconforming Specifications in a Decontaminating Study	Inactive			US		
Pressure Protection Manager System and Apparatus	Inactive			US		
Risk Assessment for Relief Pressure System	Filed	10635,695	09/07/2004	US		
Method of Analyzing Oil and Gas Production Project	Granted	08624,174	03/29/1996	US	5,774,372	09/20/1991
Method of Analyzing Oil and Gas Production Project	Granted	117162,894	04/30/2005	US	7,036,502	05/02/2006
Method of Analyzing Oil and Gas Production Project	Filed	117162,894	09/30/2005	US		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US08/25,148	09/20/2006	PCT		
Method of Analyzing Oil and Gas Production Project	Filed	6814379,1	09/30/2005	European Union		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US08/35,148	04/30/2006	Canada		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US08/35,148	08/30/2006	China		
Method of Analyzing Oil and Gas Production Project	Filed	PCT/US08/35,148	08/30/2006	Japan		
RSS Pressure Monitoring System	Filed	PCT/US08/35,148	09/30/2006	Mexico		
RSS Upstream Oil and Gas Software Data Updating System	Provisional	60973,306	09/28/2007			
	Provisional	60982,185				

Mark	Status Description	Application No.	Application Date	Country	Registration No.	Registration Date
IPM ✓	Registered	78691,321	07/18/2000	US	2,586,967	07/23/2002
Pressure Protection Manager	Registered	78093,319	07/18/2000	US	2,595,948	07/23/2002
Pressure Protection Manager 2000	Registered (Supplemental)	76,081,322	07/18/2000	US	2,712,212	04/28/2003
PS Asset Integrity Manager	Registered (Supplemental)	76,081,320	07/18/2000	US	2,607,622	01/20/2004
PS Change Manager	Applied	77/505,508	04/23/2008	US		
PS Information Manager	Applied	77/505,546	08/23/2008	US		
PS Information Manager	Applied	77/505,543	08/23/2008	US		
PS Information Manager	Applied	77/505,386	08/23/2008	US		
PS Information Manager	Registered	75944,082	02/19/1999	US	2,382,528	08/05/2000
PS Information Manager	Decided, but not yet filed			US		
PS Information Manager	Decided, but not yet filed			US		

Exclusive Substances 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 #1496.

RECORDED: 08/20/2009

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TO: JOHN P. MUSONE COMPANY: 170 WOOD AVE

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SIEMENS POWER GENERATION, INC.", CHANGING ITS NAME FROM "SIEMENS POWER GENERATION, INC." TO "SIEMENS ENERGY, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2008, AT 3:08 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF OCTOBER, A.D. 2008, AT 1 O'CLOCK A.M.

2819892 8100

080999728

You may verify this certificate online
at corp.delaware.gov/authvar.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6886183

DATE: 10-01-08

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TO: JOHN P. MUSONE COMPANY: 170 WOOD AVE

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 03:07 PM 09/30/2008
 FILED 03:08 PM 09/30/2008
 SRV 060999728 - 2619692 FILE

CERTIFICATE OF AMENDMENT
 OF
 CERTIFICATE OF INCORPORATION

Siemens Power Generation, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

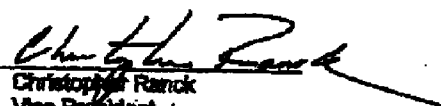
FIRST: That the Board of Directors of said corporation, via Unanimous Written Consent, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the name "Siemens Power Generation, Inc." shall be changed effective October 1, 2008 to "Siemens Energy, Inc."

SECOND: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

THIRD: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on October 1, 2008 at 1:00 a.m.

IN WITNESS WHEREOF, said Siemens Power Generation, Inc. has caused this certificate to be signed by Christopher Ranck, its Vice President, this 19th day of September, 2008.


 By: Christopher Ranck
 Its: Vice President