

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
EIM Company, Inc.		10/01/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Emerson Process Management Valve Actuation LLC		
Street Address:	8100 West Florissant Ave		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63136		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2762050	TEC 2000	
Registration Number:	2401661	SERIES 2000	
Registration Number:	0947161	E-I-M	
Registration Number:	3122368	EIM CONTROLS	
Registration Number:	3335665	CONTROLVUE	
CORRESPONDENCE DATA			
Fax Number:	(314)553-3713		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 553-2828		
Email:	chris.hayes@emerson.com		
Correspondent Name:	Christopher J. Hayes		
Address Line 1:	8000 West Florissant Avenue		
Address Line 4:	St. Louis, MISSOURI 63136		
NAME OF SUBMITTER:	Christopher J. Hayes		

CH \$140.00 2762050

Signature:	/Christopher J. Hayes/
Date:	01/06/2010
Total Attachments: 6 source=EIM Assignment of Marks#page1.tif source=EIM Assignment of Marks#page2.tif source=EIM Assignment of Marks#page3.tif source=EIM Assignment of Marks#page4.tif source=EIM Assignment of Marks#page5.tif source=EIM Assignment of Marks#page6.tif	

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of October 1, 2009 (“Assignment”), and is made from EIM Company, Inc., a Texas corporation with its principal place of business at 13840 Pike Road, Missouri City, Texas 77489 (the “Assignor”), to Emerson Process Management Valve Actuation LLC, a Delaware limited liability company with its principal place of business at 8100 West Florissant Avenue, St. Louis, Missouri 63136 (“Assignee”).

WHEREAS, Assignor has adopted and used and is using in commerce certain trademarks associated with its Business both within and outside the United States, including without limitation the marks set forth in the attached Schedule A and any marks that are the same or confusingly similar thereto, (collectively the “Marks”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of October 1 (the “Purchase Agreement”) Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, inter alia, said Marks and the goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Rights. Assignor assigns to Assignee all rights, title, and interests in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks.

2. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor’s signature on any document needed to procure or perfect Assignee’s interest in any of the Marks, Assignor hereby appoints Assignee as their attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.

3. Recordation. Assignor hereby requests the U.S. Trademark Office and the relevant trademark authority in any other country throughout the world record this Assignment of Trademarks to Assignee. Assignor hereby further authorizes and requests the U.S. Trademark Office and any relevant trademark authority throughout the world to issue any and all trademark

registrations resulting from the applications assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein and all goodwill symbolized thereby. Assignor agrees that the attorney of record in the Applications will hereafter act on behalf of Assignee.

4. No Conflicting Uses. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

5. Definitions. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.

6. Governing Law. This Assignment will be governed by the laws of the State of Texas without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

EIM COMPANY, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:


ASSIGNEE:

EMERSON PROCESS MANAGEMENT VALVE ACTUATION LLC

By: *Scott A. Perry*
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

EIM COMPANY, INC.

By: 
Name: W. LAWRENCE ELLIST
Title: PRESIDENT

EMERSON PROCESS MANAGEMENT VALVE
ACTUATION LLC

By: _____
Name:
Title:

Notarial Certificate
EIM COMPANY, INC.



THE STATE OF TEXAS

County of Ft. Bend

This Assignment of Copyrights was executed before me on this 30 day of Sept. 2009, by W.L. Elliott, the President of EIM COMPANY, INC., a Texas corporation, on behalf of said corporation. Sept. 30, 2009, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.

Joyce M. McCormick
Notary Public in and for
The State of Texas

Joyce M. McCormick
Printed or Typed Name of Notary

My Commission Expires 02-27-11

SCHEDULE A

US Trademarks

Mark	Registration No.	Registration Date	Filing Date
TEC 2000	2,762,050	09/09/2003	05/18/1999
SERIES 2000	2,401,661	11/07/2000	06/01/1999
E-I-M	947,161	11/14/1972	05/24/1971
EIM CONTROLS	3,122,368	8/1/2006	5/4/2004
CONTROLVUE	3,335,665	11/13/2007	5/20/2004
DBA: EIM CONTROLS		4/11/2008	4/11/2008

Texas Trademarks

Mark	Registration No.	Registration Date	Filing Date
CONTROLINC	50,818	12/27/1990	12/27/1990