

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rockwell Automation Limited		10/01/2010	Limited Company organized under the laws of England and Wales: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICS TRIPLEX (EMEA) LIMITED		
<b>Street Address:</b>	Hall Road		
<b>City:</b>	Maldon, Essex		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	CM9 4LA		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1600521	GUARDMASTER	
Registration Number:	2984997	GUARDMASTER	
Registration Number:	2581433	PROSAFE	
Registration Number:	2098855		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)223-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414.978.5562		
<b>Email:</b>	splagemann@whdlaw.com		
<b>Correspondent Name:</b>	Whyte Hirschboeck Dudek S.C.		
<b>Address Line 1:</b>	Attn: Suzanne Plagemann		
<b>Address Line 2:</b>	555 East Wells Street, Suite 1900		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	ROC-14412		

CH \$115.00 1600521

**900197051**

**TRADEMARK**

**REEL: 004583 FRAME: 0084**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/Suzanne Plagemann/
Date:	07/14/2011

Total Attachments: 13

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EVERSHEDS

Dated

*1 October*

2010

- (1) ROCKWELL AUTOMATION LIMITED
- (2) ICS TRIPLEX (EMEA) LIMITED

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Agreement

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for the sale and purchase of the Business of Rockwell Automation Limited

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Water Lane  
Leeds  
LS11 5DR

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20 September 2010 mlined

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THIS AGREEMENT is made on

1 October

2010

**BETWEEN**

- (1) Rockwell Automation Limited (registered number 00947912) whose registered office is at Pitfield, Kiln Farm, Milton Keynes, Buckinghamshire, MK11 3DR ("the Seller"); and
- (2) ICS Triplex (EMEA) Limited (registered number 00872110) whose registered office is at Hall Road, Maldon, Essex, CM9 4LA ("the Buyer").

**BACKGROUND**

- (A) The ultimate parent of the Buyer and the Seller is Rockwell Automation, Inc.
- (B) The Seller has agreed to sell to the Buyer its business and undertaking together with the goodwill and assets of such business with effect from 00:01 on 1 October 2010 ("the Transfer Date") on the terms set out in this Agreement.

**OPERATIVE PROVISIONS**

1. **INTERPRETATION**

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

**"Assumed Liabilities"** all the debts, liabilities and obligations of the Seller in respect of the Business as at the Transfer Date, including, without limitation, any unquantified or contingent liabilities and any liabilities of the Seller incurred in relation to the Business or the Business Assets before the Transfer Date and including, for the avoidance of doubt, the Pensions Liability.

**"Business"** the business of the provision of electronic automation and control equipment and solutions for industrial applications acting as a sales and marketing agent, manufacturer and assembler carried on by the Seller under its name at the Transfer Date

**"Business Assets"** the Business Rights, the Business Contracts, the Business Know How, the Business Information, the Business Intellectual Property, the Computer Systems, the Goodwill, the Motor Vehicles, the Plant and Equipment, the

	Property, the Rockwell International Share, the Records, the Stock and the Trade Debts (but excluding the Excluded Assets)
<b>"Business Contracts"</b>	all Contracts of the Seller relating to the Business which are unperformed (wholly or partly) as at the Transfer Date but excluding employment contracts with Employees
<b>"Business Information"</b>	all Information (but excluding Business Know How) that is used in or in any way relates to (i) the Business and Business Assets (ii) any goods or services supplied by the Business (iii) the management, administration or financial affairs of the Business and (iv) the sale or marketing of any goods or services supplied by the Business
<b>"Business Intellectual Property"</b>	all Intellectual Property Rights owned by the Seller as at the Transfer Date
<b>"Business Know How"</b>	that Know How owned by the Seller
<b>"Business Rights"</b>	the benefits of all rights and claims to which the Seller is entitled in relation to any Business Assets (including any warranty, guarantee or policy of insurance) as at the Transfer Date
<b>"Completion"</b>	completion of the sale and purchase in accordance with <b>clause 5</b>
<b>"Computer Systems"</b>	all computer hardware and Software owned by the Seller
<b>"Consideration"</b>	the aggregate consideration for the sale of the Business Assets as stated in <b>clause 4</b>
<b>"Contract"</b>	any agreement or commitment whether under hand, oral or otherwise
<b>"Employees"</b>	the persons employed by the Seller and assigned to the Business immediately before the Transfer Date whose contracts of employment after the Transfer Date will be or are deemed effected between the Buyer and such persons under Regulation 4 of the

	Regulations
<b>"Excluded Assets"</b>	the assets, rights and benefits (if any) described in Schedule 1
<b>"Goodwill"</b>	the goodwill of the Business and the exclusive right of the Buyer to carry on the Business under the name Rockwell Automation and any associated brand names and to represent itself as carrying on the Business in succession to the Seller
<b>"Intellectual Property Rights"</b>	all patents, utility models, trade marks, trade or business names, logos or straplines, domain names, copyright, moral rights, rights to prevent passing off or unfair competition, database rights, rights in designs and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world
<b>"Know How"</b>	all technical information and know-how that in any way relate to inventions, discoveries, improvements, designs, processes, techniques, computer hardware and software
<b>"Motor Vehicles"</b>	the motor vehicles owned by the Seller
<b>"Pensions Liability"</b>	any liability of the Seller in respect of any retirement benefit or pension scheme, including but not limited to the Pension Scheme, as at the Transfer Date
<b>"Pension Scheme"</b>	the Rockwell Automation Pension Scheme
<b>"Plant and Equipment"</b>	the fixed and loose plant, machinery and equipment, fittings and other chattels (including office equipment) owned by the Seller and used in connection with the Business whether or not situated at the Property

<b>"Property"</b>	all the freehold property and the leasehold property of the Seller
<b>"Records"</b>	all books and records relating to the Business, the Business Assets and the Employees (including personnel files) other than those relating to the Excluded Assets and any records that the Seller is required by law to retain and the statutory books and register of the Seller
<b>"the Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended
<b>"Rockwell Share"</b>	<b>International</b> one ordinary share of £1.00 held by the Seller in the share capital of Rockwell International
<b>"Software"</b>	any form of computer program whether in source or object code form
<b>"Stock"</b>	the stocks of the Business as at the Transfer Date including goods purchased for resale, consumable stores, raw materials and components, work in progress, partly finished and finished goods
<b>"Trade Debts"</b>	all amounts owing to the Seller by trade debtors in connection with the Business as at the Transfer Date in respect of goods or services supplied by the Seller before the Transfer Date (whether or not due and payable)
<b>"Transfer Date"</b>	has the meaning given in paragraph (B) of the Background above

## 2. SALE AND PURCHASE

- 2.1 The Seller will sell with full title guarantee free from all liens, charges, encumbrances, equities or third party rights except reservation of title claims by suppliers and the Buyer will purchase as at the Transfer Date:
- 2.1.1 the Business as a going concern together with the Business Assets;
  - 2.1.2 all cash in hand or at bank including payments in advance in connection with the Seller's Business;



- 2.1.3 to the extent to which the Seller is legally able to assign them, all the Seller's rights against third parties (including without limitation all rights in connection with third parties' guarantees, warranties and representations or arising under any of the Business Contracts) in respect of the Business or any of the assets of the Seller and the Seller agrees that the Seller will, at the Buyer's request and cost, give to the Buyer all assistance in the power of the Seller to enable the Buyer to assume the benefit of and to enforce these rights;
- 2.1.4 all other assets, rights and benefits of the Seller, but excluding the Excluded Assets.
- 2.2 The Seller and the Buyer will co-operate and each will do all it reasonably can to procure any necessary consent from a third party to an assignment or a transfer in favour of the Buyer of any of the assets agreed to be sold pursuant to this Agreement.
- 2.3 Beneficial ownership, risk and, to the extent that it can pass by delivery, title in each of the Business Assets will pass to the Buyer on Completion.
- 2.4 The Seller will be a trustee for the Buyer in respect of the Business Assets until they have been actually delivered and/or, in the case of Business Assets not capable of transfer by delivery, transferred or assigned to the Buyer.

3. **EFFECTIVE DATE**

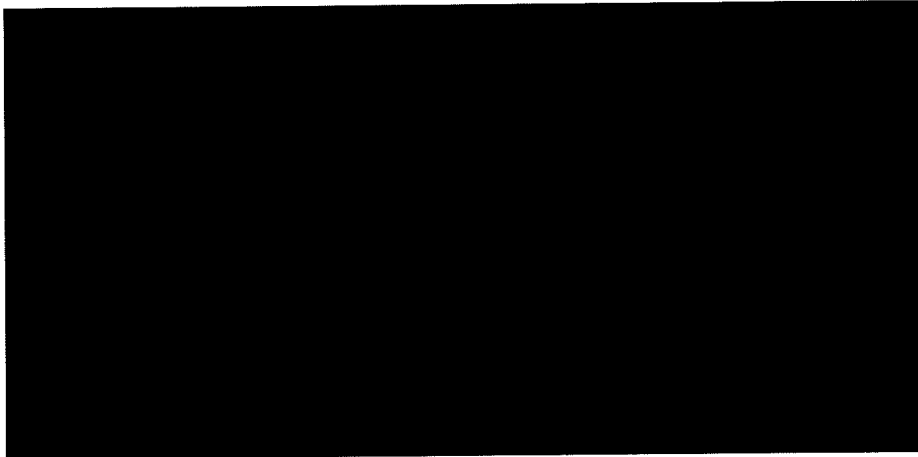
The sale and purchase of the Business and the Business Assets will take effect as from the Transfer Date. The Seller will immediately after the Transfer Date be deemed to have ceased to trade in its own right in respect of the Business but shall retain possession of those of the assets which are not capable of transfer by delivery on behalf of and as agent for the Buyer until actual completion of the relevant instruments of transfer in respect of such assets. All profits and losses relating to such assets will immediately after the Transfer Date belong to or be borne by (as the case may be) the Buyer and the Seller will account to the Buyer and the Buyer will indemnify the Seller for any liability incurred by the Seller while acting as agent of the Buyer pursuant to this **clause 3**.

4. **CONSIDERATION**

4.1



4.2



4.3 In addition, the Buyer will assume, satisfy and discharge the Assumed Liabilities in accordance with the provisions of **clause 4.4**.

4.4 The Buyer will assume, satisfy and discharge the Assumed Liabilities as and when the same fall due for payment, discharge or performance and the Buyer will adopt, perform and fulfil all contracts and engagements in respect of the Assumed Liabilities outstanding at the Transfer Date binding on the Seller and will at all times keep the Seller fully and effectively indemnified against all such contracts and engagements and against the Assumed Liabilities and all actions, proceedings, damages, claims and demands in respect thereof.

5. **COMPLETION**

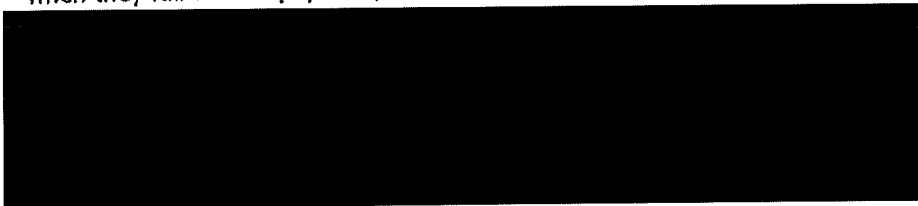
Completion will take place immediately after the execution of this Agreement on the Transfer Date (or such other date or time as the Seller and the Buyer may agree) when:

5.1 the Seller will deliver to the Buyer all of the assets being sold pursuant to **clause 2.1** which are capable of transfer by delivery;

5.2 (or as soon as practicable thereafter) the Seller will deliver to the Buyer instruments of transfer (in each case in a form approved by the Buyer) of those assets which will not pass by delivery;

5.3 the Buyer will assume, satisfy and discharge the Assumed Liabilities as and when they fall due for payment, discharge or performance; and

5.4

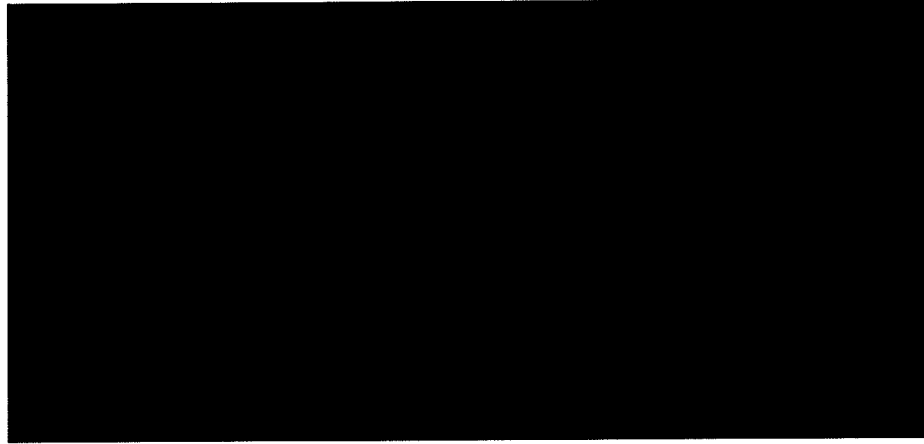


6. **TITLE TO THE ASSETS**

The Buyer will accept without objection the title of the Seller to the Business and Business Assets.

7. **RECORDS, ACCESS AND FUTURE ENQUIRIES**

7.1



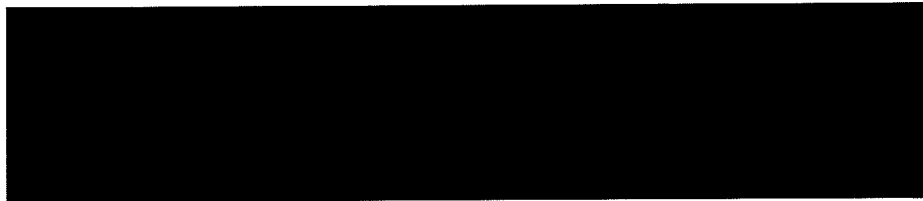
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8. **BUSINESS CONTRACTS**

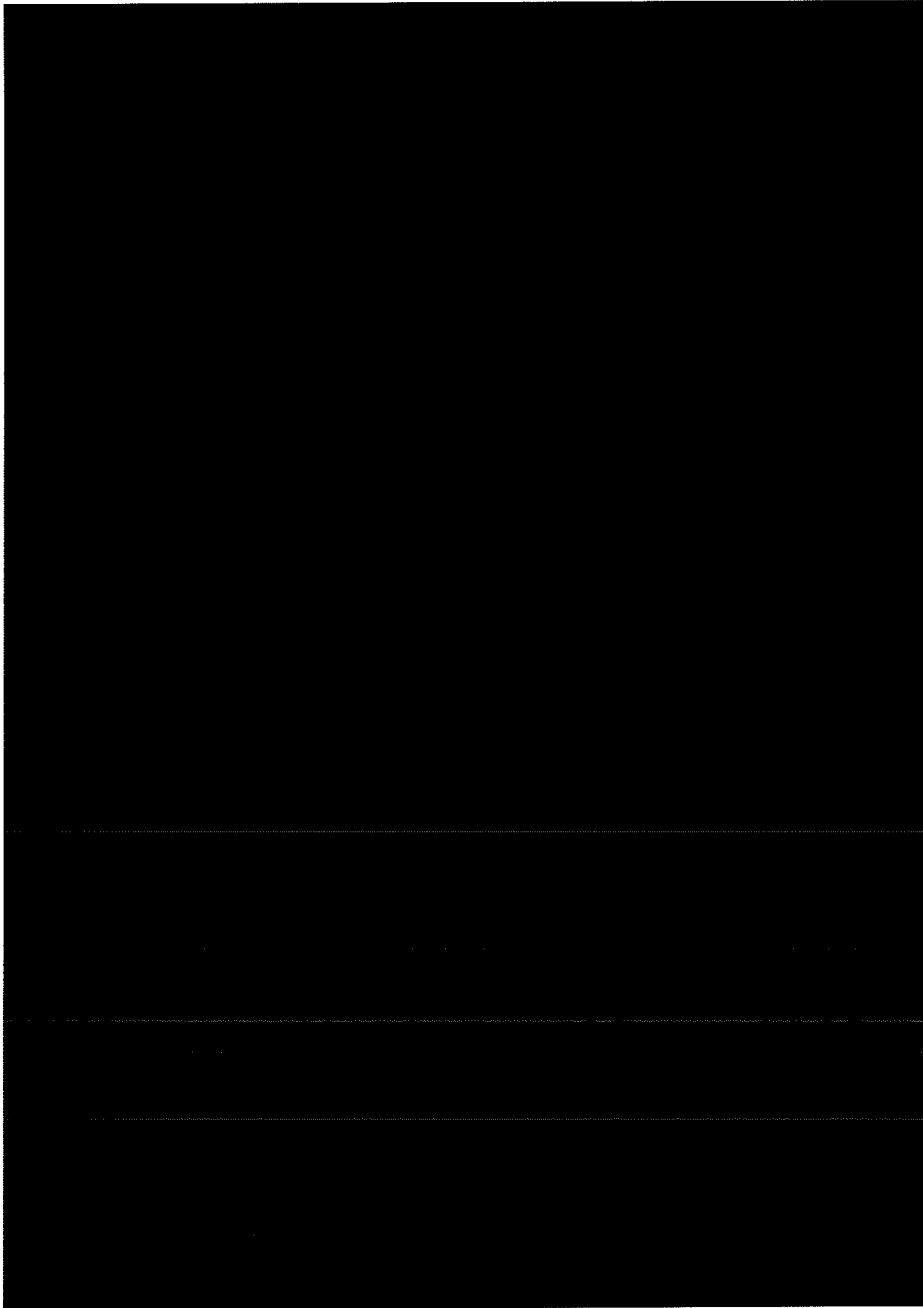
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8.2



9. **EMPLOYEES**



10.

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12. **FURTHER ASSURANCE**

12.1 The Seller undertakes to and agrees with the Buyer that it will at the request and cost of the Buyer do or procure the doing of all such further acts and things and execute or procure the execution of all such documents as the Buyer may require to vest in the Buyer the legal and beneficial ownership of the Business and the Business Assets in accordance with this Agreement or otherwise to give full effect to the terms of this Agreement.

13. **GENERAL**

13.1 This Agreement will be binding on and will enure for the benefit of each party's successors but will not be assignable by any party or its successors without the written consent of the other party.

13.2 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede and replace any previous agreement, understanding, undertaking or arrangement of any nature whatsoever between the parties relating to the subject matter of this Agreement.

13.3 Except insofar as the same have been fully performed at Completion, the provisions in this Agreement will continue in full force and effect notwithstanding Completion.

13.4 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

13.5 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

13.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person not a party to it.

14. **GOVERNING LAW AND JURISDICTION**

14.1 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

14.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement (including (without limitation) in relation to any non-contractual obligations). The parties irrevocably agree to submit to that jurisdiction.

15. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

**THIS DOCUMENT** is executed as a deed and delivered on the date stated at the beginning of this Deed.

**EXECUTED as a DEED**  
by Rockwell Automation Limited acting by

} 

**Director**

In the presence of:

Witness Signature:



Witness Name:

FRANCIS JOSEPH CONWAY

Witness Address:

ICS House, Hall Road  
MALDON, ESSEX CM9 4LA

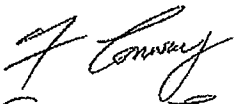
**EXECUTED as a DEED**  
by ICS Triplex (EMEA) Limited acting by

} 

**Director**

In the presence of:

Witness Signature:



Witness Name:

FRANCIS JOSEPH CONWAY

Witness Address:

ICS House, Hall Road  
MALDON, ESSEX CM9 4LA

**SCHEDULE 1**

**Excluded Assets**

None

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