

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
Ventyx Inc.		03/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ABB Asea Brown Boveri Ltd		
Street Address:	Affoltemstrasse 44		
City:	Zurich		
State/Country:	SWITZERLAND		
Postal Code:	CH-8050		
Entity Type:	COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3468810	VENTYX	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303. 473-2710		
Email:	docket@hollandhart.com, shavlick@hollandhart.com		
Correspondent Name:	Scott S. Havlick		
Address Line 1:	P. O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	78905.0002		
DOMESTIC REPRESENTATIVE			
Name:	Scott S. Havlick		
Address Line 1:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		

OP \$40.00 3468810

NAME OF SUBMITTER:	Scott S. Havlick
Signature:	/Scott Havlick/
Date:	08/15/2011
Total Attachments: 9 source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page1.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page2.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page3.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page4.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page5.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page6.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page7.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page8.tif source=TM Assignment Agreement ABBZH_Ventyx Inc_censored#page9.tif	

TRADEMARK ASSIGNMENT AGREEMENT

between

Ventyx Inc.

as Assignor

and

ABB Asea Brown Boveri Ltd

as Assignee

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement (the “**Agreement**”) is dated March 16, 2011, and entered into by and between the following parties (the “**Parties**”):

Ventyx Inc., 3301 Windy Ridge Parkway, Atlanta, Suite 200, GA 30339, United States of America (“**Assignor**”), and

ABB Asea Brown Boveri Ltd, a company organized and existing under the laws of Switzerland, with company number CH-020.3.900.058-8, whose registered office is at Affolternstrasse 44, CH-8050 Zurich, Switzerland (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of trademarks listed in Schedule 1 and proprietor of the applications for registration of trademarks listed in Schedule 1 (collectively the “**Trademark(s)**”), and intends to sell the Trademarks and – for this purpose – to enter into this Agreement,

WHEREAS, Assignee intends to purchase the Trademarks and – for this purpose – to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties herein contained, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

1. INTERPRETATION AND RELATED MATTERS

1.1 Definitions

Unless the context of this Agreement provides otherwise, the following terms shall have the meanings set out below:

“**Affiliate**” means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise.

“**Applicable Law**” means

- (a) any applicable domestic or foreign law, including any statute, subordinate legislation or treaty; and
- (b) any applicable guideline, directive, rule, standard, requirement, policy, order, judgement, injunction, award or decree of a Governmental Authority, whether or not having the force of law.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in Switzerland are authorized or required by law to close.

“**USD**” means the currency United States Dollars.

“Governmental Authority” means any federal, state, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body.

“Liens” means any mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest or any other lien of any kind.

“Material Adverse Effect” means, with respect to any Person, a material adverse effect on the business, results of operations or financial condition of such Person.

“Party” means a party to this Agreement.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind.

“Tax”, “Taxes” means all taxes including value added tax, customs duties and other duties including stamp duties, and similar payments of any nature whatsoever or wheresoever imposed, including withholding, payments securing tax and all penalties and interest heretofor.

“Trademarks” means all the registrations of and applications for registration of trademarks as listed in Schedule I.

1.2 Interpretation

The following provisions shall apply in connection with the interpretation of this Agreement:

1.2.1 Any reference to Clauses, Sections, and Schedules are, unless otherwise stated, references to Clauses, Sections, and Schedules of or to this Agreement. The headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.2.2 The Schedules form an integral part of this Agreement and are equally binding therewith. Any reference to this Agreement shall include such Schedules.

1.2.3 Any reference to a statutory provision shall include a reference to the provision as modified or re-enacted, or both, from time to time and any subordinate legislation made under such statutory provision.

1.2.4 References to a Party shall include any permitted assignee or successor to such Party in accordance with this Agreement.

1.2.5 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in the location of performance, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in such location.

2. ASSIGNMENT AND PAYMENT

- 2.1 The Assignor on its own behalf and on behalf of its Affiliates hereby assigns to the Assignee:
- 2.1.1 all right, title and interest in and to the Trademarks together with the goodwill of the business relating to the goods and services with which the Trademarks are used; and
 - 2.1.2 all rights which the Assignor or its Affiliates may have acquired through use and/or the reputation and/or the registration of any of the Trademarks by or on behalf of the Assignor and/or its predecessors in title; and
 - 2.1.3 all rights to take legal action or obtain legal and/or administrative relief in respect of infringement or other unauthorised use of the Trademarks including accrued rights to sue for past infringements.
- 2.2 The Assignee hereby accepts the assignment of the Trademarks.
- 2.3 The Assignee shall pay to the Assignor for the assignment of the rights identified in Section 2.1 the sum of USD such amounts hereinafter referred to as the "Purchase Price"), payable within 10 (ten) days after execution of this Agreement.
- 2.4 The Assignee shall take the assignment of the Trademarks subject to all pre-existing licences to third parties and to Affiliates of the Assignor which are identified in Schedule 2.

3. FURTHER ASSURANCE AND TAX

- 3.1 The Assignor hereby agrees upon the written request of the Assignee and at the Assignee's sole cost and expense to execute and/or to procure the execution of all transfer documents, recordal forms, transfer forms, powers of attorney and any other documents as may be required to effect the recordal of assignment of the Trademarks made under this Agreement.
- 3.2 If, and to the extent that, the assignments made under this Agreement are the subject of any Taxes, it shall be the sole responsibility of each Party to present this Assignment Agreement and/or other documents as necessary to the relevant authorities and to pay any Taxes in accordance with the requirements of such authorities in accordance with Applicable Law.
- 3.3 For the avoidance of doubt, the Parties agree that the Purchase Price is exclusive of value added tax ("VAT"). VAT (if applicable) calculated in USD shall be applied by the Assignor in accordance with Applicable Law in addition to the Purchase Price, and the Assignee shall pay to the Assignor the calculated VAT within 10 (ten) days after execution of this Agreement.

4. WARRANTIES AND INDEMNIFICATION

- 4.1 The Assignor hereby warrants that it is the registered owner of the Trademarks and has full power and authority to dispose of them. The Assignor warrants that the

Trademarks are free and clear of all Liens and of any other third party rights unless provided otherwise by this Agreement. The Trademarks are subsisting, valid and enforceable and have not been adjudged invalid or unenforceable in whole or in part, except where the failure to be subsisting, valid or enforceable would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Assignor.

- 4.2 The Assignor agrees to indemnify and keep indemnified the Assignee from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of any use of the Trademarks by the Assignor before the date of effectiveness of this Agreement. The indemnity shall apply whether or not the Assignor may have been negligent or at fault and does not limit any further compensation rights of the Assignee.

5. GENERAL PROVISIONS

5.1 Entire Agreement

This Agreement and all agreements or documents referred to herein contain the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersede and cancel all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter.

5.2 Date of Effectiveness

This Agreement shall become effective as of March 31st, 2011.

5.3 Severability

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, the validity, legality and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the validity, legality and enforceability of the whole Agreement in any other jurisdiction shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the Parties shall replace that provision with a new provision permitted by law and having an economic effect as close as possible to the deficient provision.

5.4 Notices

All notices and other communications that are required or permitted to be given under this Agreement shall be in writing, in the English language and hand delivered or sent by registered mail (return receipt requested) or confirmed facsimile to the following addresses (which may be changed in writing by notice to the appropriate address):

If to the Assignor:

Ventyx Inc., 3301 Windy Ridge Parkway, Atlanta, Suite 200, GA 30339, United States of America

Fax No.: +1 770 206 2279
Attention: Mr. Adam D. Vexler, General Counsel

If to the Assignee:

ABB Asea Brown Boveri Ltd, Affolternstrasse 44, P. O. Box 8131, CH-8050 Zurich, Switzerland.

Fax No.: + 41 43 317 44 20
Attention: Group Function Intellectual Property, Beat Weibel

Unless the contrary is proved, a notice to a Party shall be deemed to have been received (i) on the date of delivery, when the notice is delivered by hand at that address to a responsible Person during normal business hours; (ii) within three days from the date it was mailed, postage prepaid, when the notice is sent by first class registered mail in a correctly addressed envelope to the address specified above; and (iii) within four hours of transmission (if the transmission occurs during the hours of 9:00 a.m. to 5:30 p.m. in the location of the recipient) or within twelve (12) hours of transmission (if the transmission occurs outside those hours), if the notice is transmitted by facsimile at the facsimile number specified above; provided, in the case of notices via facsimile, that the notice is also left or sent by pre-paid recorded delivery or registered mail in accordance with item (i) or (ii) above no later than three days thereafter, or receipt is confirmed in writing at any time by the recipient. Any notice or communication received on a day which is not a Business Day shall be deemed to have been received on the immediately following Business Day.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Switzerland under exclusion of its conflict of laws rules and the United Nations Convention on International Sale of Goods. Any dispute or difference arising out of or in connection with this agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement which cannot be settled amicably shall be resolved by arbitration and submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. However, the Assignee shall not be prevented from enforcing any rights regarding the Trademarks, or seek an injunction or other interim remedy in the competent court of the country where an intellectual property right infringement with regard to the Trademarks occurred, or the injunction or the other interim remedy shall be enforced.

5.6 Counterparts

This Agreement shall be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all the counterparts shall together constitute one (1) and the same agreement.

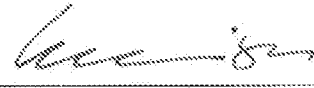
Each of the Parties hereto has caused this Agreement to be executed by its duly authorised representatives on the date first set forth above.

Ventyx Inc.


ABB Asea Brown Boveri Ltd

By: 

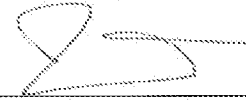
Name: Steve Carpenter
Title: Chief Executive Officer

By: 

Name: Beat Weibel
Title: Group Senior Vice President

By: 

Name: Joe Matamoros
Title: Chief Financial Officer

By: 

Name: Thomas Fuerer
Title: Group Senior Vice President

SCHEDULE 1

Trademarks

Ventyx Inc.

Trademark title	Class	Date of registration	Registration No.	Territory
VENTYX	9, 37, 41, 42	July 15, 2008	34658810	United States of America

SCHEDULE 2

Details of relevant 3rd party and intra-group licences:

License has been granted to:	Trademark
Companies related to Ventyx Inc., pursuant to unwritten licenses	VENTYX