

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

08/24/2011  
 900200512

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT		3468810												
NATURE OF CONVEYANCE:		Corrective Assignment to correct <del>the</del> the Registration number in <del>Schedule 1 of</del> the recorded assignment document previously recorded on Reel 004604 Frame 0493. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.														
CONVEYING PARTY DATA																
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Ventyx Inc.</td> <td></td> <td>03/16/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>					Name	Formerly	Execution Date	Entity Type	Ventyx Inc.		03/16/2011	CORPORATION: DELAWARE				
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<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">Name:</td> <td>ABB Asea Brown Boveri Ltd</td> </tr> <tr> <td>Street Address:</td> <td>Affolternstrasse 44</td> </tr> <tr> <td>City:</td> <td>Zurich</td> </tr> <tr> <td>State/Country:</td> <td>SWITZERLAND</td> </tr> <tr> <td>Postal Code:</td> <td>CH-8050</td> </tr> <tr> <td>Entity Type:</td> <td>COMPANY: SWITZERLAND</td> </tr> </table>					Name:	ABB Asea Brown Boveri Ltd	Street Address:	Affolternstrasse 44	City:	Zurich	State/Country:	SWITZERLAND	Postal Code:	CH-8050	Entity Type:	COMPANY: SWITZERLAND
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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 Correspondent Name: Scott S. Havlick Address Line 1: P.O. Box 8749 Address Line 2: Attention: Trademark Docketing Address Line 4: Denver, COLORADO 80201																
ATTORNEY DOCKET NUMBER:		78905.0002														
DOMESTIC REPRESENTATIVE																

OP \$40.00 3468810

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

USPTO, ETAS, Receipt

Page 1 of 2

*Old one*  




United States Patent and Trademark Office

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*Electronic Trademark Assignment System*

## Confirmation Receipt

Your assignment has been received by the USPTO.  
 The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Registration <u>(date)</u> in Schedule 1 of the recorded assignment document previously recorded on Reel 004604 Frame 0493. Assignor(s) hereby confirms the assignment of 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>
Ventyx Inc.		03/16/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABB Asea Brown Boveri Ltd		
<b>Street Address:</b>	Affolternstrasse 44		
<b>City:</b>	Zurich		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	CH-8050		
<b>Entity Type:</b>	COMPANY; SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3468810	VENTYX	
<b>CORRESPONDENCE DATA</b>			

*should be number*

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Assignee Affidavit to Request Correction of Typographical Error in Assignment Document**

U.S. Restriction No.: 3468810 for VENTYX  
Reel/Frame: 004604/0493  
Owner of Registration: ABB Asea Brown Boveri Ltd

**Declaration Under 37 C.F.R. §2.20**

Scott S. Havlick, as attorney for assignee and as a member of the Colorado bar, submits this request to correct a typographical error in the trademark assignment between Ventyx Inc. and ABB Asea Brown Boveri Ltd dated March 16, 2011, which is attached hereto. This assignment was recorded with the USPTO on August 15, 2011 at Reel/Frame: 004604/0493.

Assignor is no longer available to correct the original document or execute a new assignment, consequently assignee ABB Asea Brown Boveri Ltd submits this request, as permitted by TMEP 503.06(b), through the undersigned attorney order to correct the registration number in the recorded assignment document.

The assignment lists the U.S. registration number for the above mark as 34658810, instead of the correct number which is 3468810.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this Declaration on behalf of the Assignee; that all statements made herein of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

August 17, 2011



Scott S. Havlick, Attorney for Assignee  
ABB Asea Brown Boveri Ltd

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

**TRADEMARK ASSIGNMENT AGREEMENT**

between

**Ventyx Inc.**

as Assignor

and

**ABB Asea Brown Boveri Ltd**

as Assignee

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

"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 heretofore.

"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.

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

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 31<sup>st</sup>, 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):

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

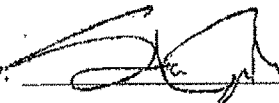
5.6 Counterparts


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.

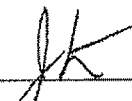
Each of the Parties hereto has caused this Agreement to be executed by its duly authorised representatives on the date first set forth above.

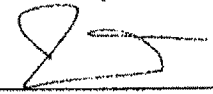
Ventyx Inc.

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

TO: SCOTT S. HAVLICK COMPANY: P.O. BOX 8749

**SCHEDULE 2**

Details of relevant 3<sup>rd</sup> party and intra-group licences:

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

VENTYX