

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release and Termination of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG, London Branch		07/23/2008	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Robertshaw Controls Company		
<b>Street Address:</b>	191 E. North Avenue		
<b>City:</b>	Carol Stream		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60188		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0509419	ROBERTSHAW	
Registration Number:	0566725	UNITROL	
Registration Number:	0569742	ROBERTSHAW	
Registration Number:	0574303	ROBERTSHAW	
Registration Number:	0642610	FULTROL	
Registration Number:	0690217	LEVEL-TEK	
Registration Number:	0694221	LEVEL-TEL	
Registration Number:	0842049	INTERSTATE	
Registration Number:	0857882	UNI-LINE	
Registration Number:	0875613	VIBRASWITCH	
Registration Number:	0997555	UNI-COUPLE	
Registration Number:	1010735	UNI-KIT	
Registration Number:	2583162	CENTERON	
Registration Number:	3061049	GOODWATTS	

CH \$390.00 0509419

Serial Number:

78664753

GOODWATTS

**CORRESPONDENCE DATA**

Fax Number: (508)549-6295

Phone: 5085496320

Email: nicole.linehan@invensys.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Nicole L. Linehan

Address Line 1: 33 Commercial Street

Address Line 4: Foxboro, MASSACHUSETTS 02035

ATTORNEY DOCKET NUMBER:

SECURITY RELEASE RCC

NAME OF SUBMITTER:

Nicole L. Linehan

Signature:

/nll/

Date:

12/02/2011

**Total Attachments: 24**

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THIS GLOBAL DEED OF RELEASE is made on **23 July** 2008 and is given by:

- (1) **DEUTSCHE BANK AG, LONDON BRANCH** as agent and trustee for the Secured Creditors (the *Security Agent*), in favour of:
- (2) **INVENSYS INTERNATIONAL HOLDINGS LIMITED** (company number 00057410) whose registered office is situated at Portland House, Bressenden Place, London SW1E 5BF (*Holdings*); and
- (3) **THE RELEASED PARTIES** (as defined below).

**WHEREAS:**

- (A) The Released Parties entered into a Credit Agreement dated 25 May 2006 (as amended, supplemented or otherwise modified from time to time, the *Credit Agreement*) with, amongst others, Invensys plc, Holdings and Deutsche Bank AG, London Branch, as Facility Agent, Security Agent and arranger.
- (B) The Released Parties also entered into a Intercreditor Deed dated 13 June 2006 (as amended, supplemented or otherwise modified from time to time, the *Intercreditor Agreement*) with, amongst others, Invensys plc, Holdings, the Security Agent and the Facility Agent.
- (C) Under the security agreements set out in Schedules 2 to 10 (the *Security Agreements*), the Released Parties as security for the payment and discharge of the Secured Liabilities charged certain assets (the *Assets*).
- (D) The Security Agent has agreed to release the Security Interests created under the Security Agreements and has agreed to do so on and subject to the terms of this Deed of Release.

**THIS DEED WITNESSES:**

**1. INTERPRETATION**

**1.1 Definitions**

*Released Parties* means the companies and persons identified in Schedule 1 hereto as chargors, guarantors or other obligors under any documents entered into in connection with the Credit Agreement and any other person that has provided any guarantees or security in respect of such documents.

*Secured Creditors* has the meaning given to it in the Intercreditor Agreement.

*Secured Debt Finance Documents* has the meaning given to it in the Intercreditor Agreement.

*Secured Liabilities* means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under each or any of the Secured Debt Finance Documents together with all costs, charges and expenses incurred by any Secured Creditor in connection with the protection, preservation or enforcement of its respective rights under the Secured Debt Finance Documents (as the case may be) or any other document evidencing or securing any such liability.

## 1.2 Incorporated definitions

Unless the context otherwise requires or unless otherwise defined in this Deed, capitalised terms in this Deed (including the Recitals) shall have the same meaning ascribed to them in the Security Agreements and the Credit Agreement.

## 1.3 Incorporated construction

The provisions of clause 1.2 (*Construction*) of the Credit Agreement shall apply to this Deed as if set out in full with references to "this Agreement" being treated as references to this Deed.

## 2. RELEASE

With effect from 23 July 2008, the Security Agent irrevocably and unconditionally releases the Assets from all Security Interests created, evidenced or conferred by or pursuant to the Security Agreements and reassigns and reconveys to the Released Parties all right, title, benefit and interest of the Security Agent in and to the Assets assigned, granted or transferred to it pursuant to the terms of the Security Agreements, including without limitation:

- (i) the Belgian law security document listed in Schedule 2 (*The Belgian Security*);
- (ii) the Canadian law security documents listed in Schedule 3 (*The Canadian Security*);
- (iii) the English law security documents listed in Schedule 4 (*The English Security*);
- (iv) the Finnish law security document listed in Schedule 5 (*The Finnish Security*);
- (v) the New York law security documents listed in Schedule 6 (*The New York Security*);
- (vi) the New Zealand law security document listed in Schedule 7 (*The New Zealand Security*);
- (vii) the Norwegian law security document listed in Schedule 8 (*The Norwegian Security*);
- (viii) the Singaporean law security documents listed in Schedule 9 (*The Singaporean Security*); and
- (ix) the Swedish law security document listed in Schedule 10 (*The Swedish Security*);

## 3. FURTHER ASSURANCES

The Security Agent:

- (a) authorises and directs Holdings or its agents, at Holdings' expense, to proceed with the discharge of any registrations made pursuant to the Security Agreements and/or notifications which are necessary for the purposes of fully and effectively carrying out the provisions of this Deed (including, without limitation, the filing of UCC-3 termination statements in all relevant jurisdictions with respect to all UCC financing statements and fixture filings filed with respect to the security created under the New York law security documents);
- (b) agrees and undertakes to deliver to Holdings, at Holdings' expense, all documents of title, certificates and other documents (if any) presently held by the Security Agent in relation to the Assets; and

- (c) shall from time to time (at Holdings' expense) execute and do all such further assurances, deeds, acts and things (including without limitation the giving of notices, the termination and/or discharge of any filings and/or registrations, and the making of any further filings, registrations and/or notifications consequent upon this Deed) as Holdings may reasonably request in writing after the date hereof in connection with the discharges, releases and re-assignments contained in clause 2.

#### **4. REVOCATION OF POWER OF ATTORNEY**

The Security Agent hereby declares and consents that any power of attorney and authority conferred on the Security Agent pursuant to the Security Agreements shall hereby be revoked.

#### **5. FINANCE DOCUMENT**

Holdings and the Facility Agent hereby agree that this Deed is a Finance Document (as defined in the Credit Agreement) under the Credit Agreement.

#### **6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

#### **7. COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

#### **8. EXPENSES**

Holdings must reimburse the Security Agent on demand for all costs and expenses reasonably incurred by it in connection with the negotiation, preparation and execution of this Deed and any related documentation (including the fees and expenses of legal advisors and any applicable value added taxes).

#### **9. SURVIVAL**

Notwithstanding anything else set forth in this Deed, nothing in this Deed or any other related release document executed and delivered in connection with this Deed shall be deemed to satisfy, discharge, terminate or release any provision of, or obligation under, any of the Secured Debt Finance Documents (including any relating to indemnification) which by its terms survives the repayment of any Loan or the termination of any of the Secured Debt Finance Documents. If, at any time for any reason (including the bankruptcy, insolvency, receivership, reorganisation, dissolution or liquidation of a Released Party or the appointment of any receiver, intervenor or conservator of, or agent or similar official for, a Released Party or any of its respective properties), any payment received by the Security Agent in respect of the Secured Liabilities is rescinded or avoided or must otherwise be restored or returned by the Security Agent, that payment will not be considered to have been made for purposes of any of the Secured Debt Finance Documents and each of the Secured Debt Finance Documents will continue to be effective or will be automatically reinstated, if necessary, as if such payment had not been made.

#### **10. GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws of England; provided that, with respect to any security interest created by a Released Party organised in the United States of America, encumbering property located in the United States of America or perfected by filing in the

United States of America, the terms of this Deed shall be governed by and shall be construed in accordance with the laws of the State of New York.

This Deed has been entered into as a deed on the date started at the beginning of this Deed.

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## SCHEDULE 1

### RELEASED PARTIES

1. BTR Industries Limited (Company no. 00478575)
2. Dimetronic SA
3. Eliwell Controls Srl
4. Eurotherm Limited (Company no. 00853008)
5. Hawker Siddeley Management Limited (Company no. 00312506)
6. H.S. Investments, LLC
7. IMServ Europe Limited (Company no. 02749624)
8. Invensys Australia Corporate Pty Ltd
9. Invensys Climate Controls Canada Inc.
10. Invensys Controls Italy S.r.l.
11. Invensys Controls UK Limited (Company no. 00739180)
12. Invensys Group Limited (Company no. 05048465)
13. Invensys Inc.
14. Invensys International Holdings Limited (Company no. 00057410)
15. Invensys plc (Company no. 00166023)
16. Invensys Process Systems (S) Pte. Ltd. (Company no. 197700782D)
17. Invensys Systems, Inc.
18. Invensys systems Canada Inc.
19. Invensys Systems (UK) Limited (Company no. 00293260)
20. Invensys USA (Finance) Inc.
21. Ranco Incorporated of Delaware
22. Ranco North America L.P, Inc.
23. Robertshaw Controls Company
24. Safetran Systems Corporation
25. Siebe Inc.
26. Siebe Investments Two Limited (Company no. 01327326)

- 27. Unitech Group Limited (Company no. 02727249)
  - 28. Westinghouse Brake and Signal Holdings Limited (Company no. 00016033)
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**SCHEDULE 2**

**THE BELGIAN SECURITY**

1. Commercial accounts pledge agreement dated 12 June 2006 between the Security Agent and Invensys International Holdings Limited.
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### SCHEDULE 3

#### THE CANADIAN SECURITY

1. General security agreement dated 30 March 2007 between the Security Agent and Invensys Climate Controls Canada Inc.
  2. Pledge agreement dated 30 March 2007 between the Security Agent and Invensys International Holdings Limited.
  3. General security agreement dated 30 March 2007 between the Security Agent and Invensys Systems Canada Inc..
  4. Hypothec on the universality of moveable and immovable property dated 30 March 2007 between the Security Agent and Invensys Systems Canada Inc.
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## SCHEDULE 4

### THE ENGLISH SECURITY

5. Credit Agreement dated 25 May 2006 (as amended, supplemented or otherwise modified from time to time) between, amongst others, Invensys plc, Invensys International Holdings Limited and Deutsche Bank AG, London Branch, as Facility Agent, Security Agent and arranger.
6. Intercreditor Deed dated 13 June 2006 (as amended, supplemented or otherwise modified from time to time) between, amongst others, Invensys plc, Invensys International Holdings Limited, the Security Agent and the Facility Agent.
7. Security agreement dated 13 June 2006 between the Security Agent, Invensys International Holdings Limited, IMServ Europe Limited, Invensys Controls UK Limited, Invensys Systems (UK) Limited, Westinghouse Brake and Signal Holdings Limited, BTR Industries Limited<sup>1</sup> and Eurotherm Limited<sup>2</sup>.
8. Global insurance security agreement dated 13 June 2006 between the Security Agent, Invensys plc, Dimetronic SA, Eliwell Controls Srl, IMServ Europe Limited, Invensys Controls Italy Srl, Invensys Controls UK Limited, Invensys International Holdings Limited, Invensys Systems Inc., Invensys Systems (UK) Limited, Invensys USA (Finance) Inc., Ranco North America LP, Robertshaw Controls Company, Safetran Systems Corporation and Westinghouse Brake and Signal Holdings Limited.
9. Share mortgage agreement dated 12 June 2006 between the Security Agent, Invensys International Holdings Limited, Hawker Sidderley Management Limited, Invensys Group Limited, Siebe Investments Two Limited, Unitech Group Limited, BTR Industries Limited<sup>3</sup> and Eurotherm Limited<sup>4</sup>.
10. Deed of security dated 20 February 2008 between the Security Agent, Invensys International Holdings Limited and Invensys Australia Corporate Pty Ltd.

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<sup>1</sup> By way of deed of accession dated 28 March 2007

<sup>2</sup> By way of deed of accession dated 30 March 2007

<sup>3</sup> By way of deed of accession dated 28 March 2007

<sup>4</sup> By way of deed of accession dated 30 March 2007

**SCHEDULE 5**

**THE FINNISH SECURITY**

1. Bank account pledge agreement dated 12 June 2006 between the Security Agent and Invensys International Holdings Limited.
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## SCHEDULE 6

### THE NEW YORK SECURITY

1. Common pledge and security agreement dated 13 June 2006 between the Security Agent, Invensys Systems Inc., Invensys USA Finance Inc., Ranco North America L.P., Robertshaw Controls Company and Safetran Systems Corporation.
2. Common pledge agreement dated 13 June 2006 between the Security Agent, Invensys International Holdings Limited, H.S. Investments LLC, Invensys Inc., Ranco Incorporated of Delaware, Ranco LP Inc., Ranco Management Corporation, and Siebe Inc.
3. Security Agreement dated 13 June 2006 between the Security Agent and Invensys Controls Italy S.r.l.

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4. Deposit account control agreement dated 13 July 2006 between the Security Agent and Invensys USA Finance Inc.
5. Trademark security agreement dated 13 July 2006 between the Security Agent and Westinghouse Brakes and Signal Holdings Limited.
6. Patent security agreement dated 13 July 2006 between the Security Agent and Westinghouse Brake and Signal Holdings Limited.
7. Patent security agreement dated 13 July 2006 between the Security Agent and Invensys Controls UK Limited.
8. Trademark security agreement dated 13 July 2006 between the Security Agent and Invensys Controls UK Limited.
9. Patent security agreement dated 13 July 2006 between the Security Agent and Invensys Controls Italy S.r.l.
10. Patent security agreement dated 13 July 2006 between the Security Agent and Safetran Systems Corporation.
11. Trademark security agreement dated 13 July 2006 between the Security Agent and Safetran Systems Corporation.
12. Patent security agreement dated 13 July 2006 between the Security Agent and Robertshaw Controls Company.
13. Trademark security agreement dated 13 July 2006 between the Security Agent and Robertshaw Controls Company.
14. Patent security agreement dated 13 July 2006 between the Security Agent and Invensys Systems Inc.
15. Trademark security agreement dated 13 July 2006 between the Security Agent and Invensys Systems Inc.
16. Copyright security agreement dated 13 July 2006 between the Security Agent and Invensys Systems Inc.

17. Copyright security agreement dated 13 July 2006 between the Security Agent and Safetran Systems Corporation.

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**SCHEDULE 7**

**THE NEW ZEALAND SECURITY**

1. Specific security agreement granting security over a bank account, dated 12 June 2006 between the Security Agent and Invensys International Holdings Limited.
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## **SCHEDULE 8**

### **THE NORWEGIAN SECURITY**

1. Bank account pledge agreement dated 12 June 2006 between the Security Agent and Invensys International Holdings Limited relating to account no. 9750.06.2456 with Skandinaviska Enskilda Banken AB (publ), Oslo Branch.
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## SCHEDULE 9

### THE SINGAPOREAN SECURITY

1. Security deed dated 30 March 2007 between the Security Agent and Invensys Process Systems (S) Pte. Ltd.
  2. Deed of security over shares dated 30 March 2007 between the Security Agent and Invensys International Holdings Limited.
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**SCHEDULE 10**

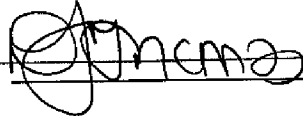
**THE SWEDISH SECURITY**

1. Bank account pledge agreement dated 12 June 2006 between the Security Agent and Invensys International Holdings Limited
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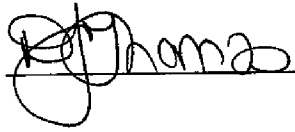
The Security Agent:

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DEUTSCHE BANK AG, LONDON )  
BRANCH, acting by: )

  
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The Released Parties:

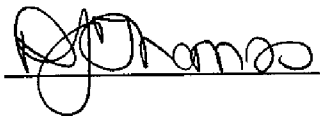
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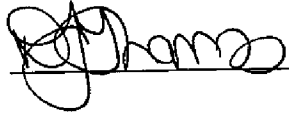
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acting by: )

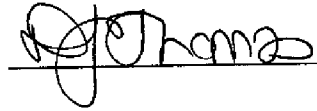
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EUROTHERM LIMITED, )  
acting by: )

  
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HAWKER SIDDELEY )  
MANAGEMENT LIMITED, acting by: )

  
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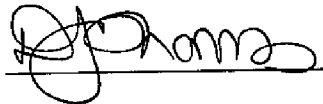
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H.S. INVESTMENTS, LLC, )  
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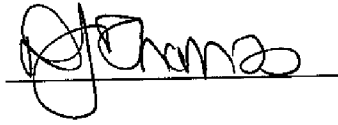
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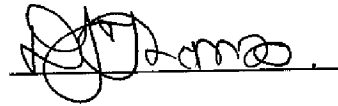
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CANADA INC., acting by: )

  
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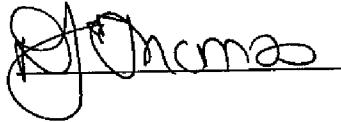
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LIMITED, acting by: )

  
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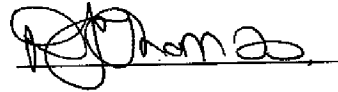
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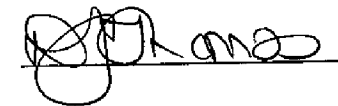
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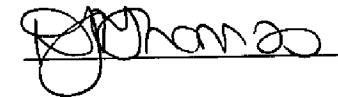
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INVENSYS INTERNATIONAL )  
HOLDINGS LIMITED, acting by: )

  
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EXECUTED AS A DEED by )  
INVENSYS PLC, acting by: )

  
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Signed, sealed and delivered )  
by: David Thomas )  
as attorney for: )  
INVENSYS PROCESS SYSTEMS(S) )  
PTE. LTD. )  
in the presence of: )

  
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INVENSYS SYSTEMS, INC.,  
acting by:**

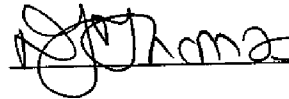
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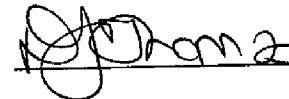
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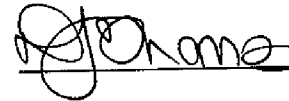
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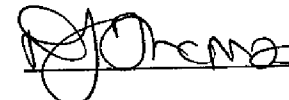
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RANCO INCORPORATED  
OF DELAWARE, acting by:**

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RANCO NORTH AMERICA  
LP, INC., acting by:**

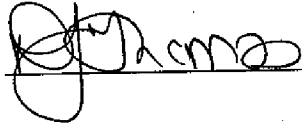
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ROBERTSHAW CONTROLS  
COMPANY, acting by:

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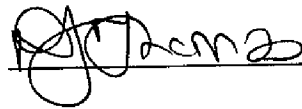
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SAFETRAN SYSTEMS  
CORPORATION, acting by:

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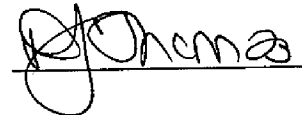
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SIEBE INC., acting by:

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EXECUTED AS A DEED by  
SIEBE INVESTMENTS TWO  
LIMITED, acting by:

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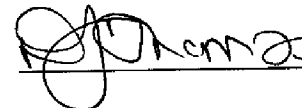
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EXECUTED AS A DEED by  
UNITECH GROUP LIMITED,  
acting by:

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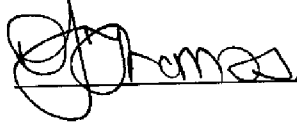
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**EXECUTED AS A DEED by  
WESTINGHOUSE BRAKE AND  
SIGNAL HOLDINGS LIMITED,  
acting by:**

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SIGNATURE PAGES

The Security Agent:

EXECUTED AS A DEED by )  
DEUTSCHE BANK AG, LONDON )  
BRANCH, acting by: )

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\_\_\_\_\_

The Released Parties:

EXECUTED AS A DEED by )  
BTR INDUSTRIES LIMITED, )  
acting by: )

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EXECUTED AS A DEED by )  
DIMETRONIC SA, acting by: )

*Federico Amiet*  
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*Bit*  
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EXECUTED AS A DEED by )  
ELIWELL CONTROLS SRL, )  
acting by: )

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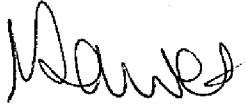
EXECUTED AS A DEED by )  
EUROTHERM LIMITED, )  
acting by: )

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SIGNATURE PAGES

The Security Agent:

EXECUTED AS A DEED by )  
DEUTSCHE BANK AG, LONDON )  
BRANCH, acting by: )

  
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The Released Parties:

EXECUTED AS A DEED by )  
BTR INDUSTRIES LIMITED, )  
acting by: )

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\_\_\_\_\_

EXECUTED AS A DEED by )  
DIMETRONIC SA, acting by: )

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EXECUTED AS A DEED by )  
ELIWELL CONTROLS SRL, )  
acting by: )

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EXECUTED AS A DEED by )  
EUROTHERM LIMITED, )  
acting by: )

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