

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jacobs Automation, Inc.		01/23/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rockwell Automation, Inc.		
<b>Street Address:</b>	1201 South Second Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53204		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4292940	ITRAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6467105113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-408-5113		
<b>Email:</b>	trademarks@chadbourne.com		
<b>Correspondent Name:</b>	Galina Kirman, Esq.		
<b>Address Line 1:</b>	Chadbourne & Parke LLP		
<b>Address Line 2:</b>	30 Rockefeller Plaza, 33rd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10112		
<b>ATTORNEY DOCKET NUMBER:</b>	06875.866		
<b>NAME OF SUBMITTER:</b>	Galina Kirman		
<b>Signature:</b>	/Galina Kirman/		

CH \$40.00 4292940

Date:

04/12/2013

**Total Attachments: 6**

source=Intellectual Property Security Agreement#page1.tif

source=Intellectual Property Security Agreement#page2.tif

source=Intellectual Property Security Agreement#page3.tif

source=Intellectual Property Security Agreement#page4.tif

source=Intellectual Property Security Agreement#page5.tif

source=Intellectual Property Security Agreement#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") dated as of January 24, 2013, is executed and delivered by Jacobs Automation, Inc., a Delaware corporation (the "Company"), as debtor, whose address is 2365 Progress Drive, Hebron, KY 41048, to Rockwell Automation, Inc., a Delaware corporation ("RA"), as secured party, whose address is 1201 South Second Street, Milwaukee, WI 53204, under the circumstances summarized in the following recitals:

A. The Company has executed and delivered the Note Purchase and Security Agreement dated as of January 24, 2013 (the "Note Purchase Agreement"), pursuant to which the Company assigned, transferred and granted first priority, continuing security interest in the Collateral (as defined below) to RA.

B. The Company has duly authorized the execution, delivery and performance of this Agreement and its filing with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to guarantee the obligations of the Company with respect to the Note Purchase Agreement, the Company hereby agrees, for the benefit of RA, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used in this Agreement have the meaning provided or in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants to RA a first priority, continuing security interest in and to all of its right, title and interest in, to and under all of the following types or items of property (collectively, the "Collateral"), wherever located and whether now owned or hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest, howsoever arising:

(a) All Intellectual Property of the Company (including, without limitation, Company Intellectual Property and all such patents and patent applications as set forth in Schedule A);

(b) All general intangibles and all intangible intellectual or other similar property of the Company of any kind or nature, associated with or arising out of any of the Intellectual Property of the Company; and

(c) All cash and non-cash products and proceeds of any of the foregoing, in whatever form, including proceeds of proceeds and proceeds of insurance, and all claims by the Company against third parties for loss or damage to, or destruction of, or otherwise relating to, any or all of the foregoing.

SECTION 3. Purpose. This Agreement is hereby executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States

-2-

Patent and Trademark Office. The security interest granted to RA pursuant to this Agreement is granted in conjunction with, and is expressly subject to the terms and conditions of, the Note Purchase Agreement.

SECTION 4. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of RA with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control unless RA shall otherwise determine.

SECTION 5. Termination. Upon termination of the Note Purchase Agreement in accordance with the terms thereof, RA shall execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Agreement.

SECTION 6. Authorization to Supplement. If the Company creates or otherwise obtains an ownership right to any Intellectual Property (including, without limitation, patents and patent applications), the provisions of this Agreement shall automatically apply thereto. The Company shall give prompt notice in writing to RA at the address set forth in Section 10.4 of the Note Purchase Agreement with respect to any such new rights pursuant to Sections 8.2 and 8.3 of the Note Purchase Agreement and to the extent such new rights represent patents or patent applications, shall provide an amended Schedule A to this Agreement to reflect such rights. Notwithstanding the foregoing, no failure to amend Schedule A shall in any way affect, invalidate or detract from RA's continuing security interest in the Collateral, whether or not listed on Schedule A.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

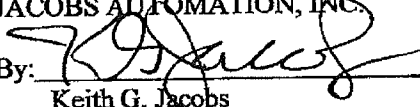
SECTION 9. Amendments. This Agreement may be amended or waived with the written consent of the parties; provided, however, that Schedule A may be amended by the Company as provided in Section 6 to add new patents and patent applications without the consent of RA.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Company and RA have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

JACOBS AUTOMATION, INC.

By: \_\_\_\_\_

  
Keith G. Jacobs  
Chief Executive Officer

ROCKWELL AUTOMATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page of Intellectual Property Agreement]*

IN WITNESS WHEREOF, the Company and RA have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

JACOBS AUTOMATION, INC.

By: \_\_\_\_\_  
Keith G. Jacobs  
Chief Executive Officer

ROCKWELL AUTOMATION, INC.

By: Rondi Rohr-Dralle  
Name: Rondi Rohr-Dralle  
Title: VP Investor Relations & Corporate Development

*[Signature Page of Intellectual Property Agreement]*

-4-

**SCHEDULE A**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

[www.jacobsautomation.com](http://www.jacobsautomation.com)

Pending Applications:

Type	Title	Appl. Date	Application No(s).	Inventor(s)	Status
PCT	Controlled Motion System	08/23/08	PCT/US2008/70949	Jacobs	Pending
Provisional	Packaging Apparatus Utilizing Intelligent Conveyor Systems	09/25/12	US 61/705,240	Artman	Pending
Trademark	iTRAK		US TM 85/318,841	Jacobs	Pending
Utility	Controlled Architecture For Transport Systems	05/17/12	13/474,005	Wernersbach	Pending
PCT	Controlled Architecture For Transport Systems	05/18/12	PCT/US12/38518	Wernersbach	Pending
Utility	Controlled Motion System	11/16/12	13/678,741	Wernersbach	Pending
PCT	Controlled Motion System		PCT/US00/15418	Jacobs	Pending

Issued Patents:

1. Controlled Motion System  
Application number: 10/454,713  
Patent number: 6,876,107  
Registration date: April 5, 2005  
Inventor: Keith G. Jacobs  
Assignee: Jacobs Automation

-5-

2. Controlled Motion System

Application number: 12/178,603

Patent number: 7,859,139 B2

Registration date: December 28, 2010

Inventor: Keith G. Jacobs

Assignee: Jacobs Automation LLC (assigned in April 2011)

3. Controlled Motion System

Application number: 12/974,470

Patent number: 8,076,803

Registration date: December 13, 2011

Inventor: Keith G. Jacobs

Assignee: Jacobs Automation, LLC

4716391.5