# CH \$590.00 27434

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM412718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Invensys Systems, Inc.		12/31/2014	Corporation: MASSACHUSETTS

# **RECEIVING PARTY DATA**

Name:	Schneider Electric Software, LLC
Street Address:	26561 Rancho Parkway South
City:	Lake Forest
State/Country:	MASSACHUSETTS
Postal Code:	92630
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2743453	ARCHESTRA
Registration Number:	2664533	ARPM
Registration Number:	2188343	AVANTIS
Registration Number:	1635316	CONNOISSEUR
Registration Number:	3264184	DATACON
Registration Number:	2784513	DYNSIM
Registration Number:	1399220	HEXTRAN
Registration Number:	3264185	INPLANT
Registration Number:	2353110	INTELATRAC
Registration Number:	1319007	INTOUCH
Registration Number:	2188308	NETOPT
Registration Number:	2159929	OPEN YIELD
Registration Number:	1324241	PIPEPHASE
Registration Number:	1608947	PRO/II
Registration Number:	2254059	ROMEO
Registration Number:	4463853	SIMCENTRAL
Registration Number:	4813271	SIMSCI
Registration Number:	3250812	SIMSCI-ESSCOR
Registration Number:	1312283	THE SIMULATOR
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3812800	TRISIM PLUS
Registration Number:	2310204	VISUAL FLOW
Registration Number:	1982322	WONDERWARE
Registration Number:	1799092	WONDERWARE

### **CORRESPONDENCE DATA**

**Fax Number:** 5085496295

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 508-549-6320

Email: nicole.linehan@schneider-electric.com

Correspondent Name: Nicole L. Linehan
Address Line 1: 38 Neponset Avenue

Address Line 4: Foxboro, MASSACHUSETTS 02035

NAME OF SUBMITTER:	Nicole L. Linehan
SIGNATURE:	/nll/
DATE SIGNED:	01/18/2017

### **Total Attachments: 4**

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# CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (Assignment) is effective as of December 31, 2014 (the Effective Date), by and between Invensys Systems, Inc., a Massachusetts corporation with a business address of 38 Neponset Avenue, Foxboro, Massachusetts 02035 (Assignor) and Schneider Electric Software, LLC, a Delaware limited liability company with a business address of 26561 Rancho Parkway South, Lake Forest, CA 92630 (Assignee).

### RECITALS:

WHEREAS, Assignor is the registered owner of the trademark applications and registrations identified on <u>Schedule A</u> to this Assignment (the *Trademarks*);

WHEREAS, pursuant to that certain Global Solution Industry Software Business Contribution Agreement dated December 31, 2014 by and between Assignor and Assignee (the *Contribution Agreement*), Assignor assigned the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor contributed, transferred, conveyed and assigned to Assignee, among other assets, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, including the right to sue for all past, present and future infringement and dilution thereof and to settle and retain proceeds from any such actions. Any Trademark applications were assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.
- 2. <u>Cooperation</u>. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees to execute and deliver to Assignee, at Assignee's sole cost and expense, such further assignments and related documents with respect to the Trademarks, as Assignee shall reasonably request to vest the title to the Trademarks in the name of the Assignee.
- 3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Contribution Agreement. This Assignment along with its Schedule, together with the Contribution Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

- 4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed.

INVENSYS SYSTEMS, INC.

Name: Nicole Linehan

Title: Associate General Counsel

SCHNEIDER ELECTRIC SOFTWARE, LLC

By:

Name: Nicole Linehan

Title: Associate General Counsel

### Commonwealth of Massachusetts

County of Norfolk

On this 23 day of December, 2016, before me, the undersigned notary public, personally appeared Nicole L. Linehan, proved to me through satisfactory evidence of identification, which was her passport, to be the person whose name is signed on the attached document in my presence.

Veil D. Higgins, Notary Public

Notary Expiration: February 2

# Schedule A

Transmission		Registration Number
ARCHESTRA	United States of America	2743453
ARPM	United States of America	2664533
AVANTIS	United States of America	2188343
CONNOISSEUR	United States of America	1635316
DATACON	United States of America	3264184
DYNSIM	United States of America	2784513
FSIM PLUS	United States of America	3805608
HEXTRAN	United States of America	1399220
INPLANT	United States of America	3264185
INTELATRAC	United States of America	2353110
INTOUCH	United States of America	1319007
NETOPT	United States of America	2188308
OPEN YIELD	United States of America	2159929
PIPEPHASE	United States of America	1324241
PRO/II	United States of America	1608947
ROMEO	United States of America	2254059
SIMCENTRAL.	United States of America	4463853
SIMSCI	United States of America	4813271
SIMSCI-ESSCOR	United States of America	3250812
THE SIMULATOR	United States of America	1312283
TRISIM PLUS	United States of America	3812800
VISUAL FLOW	United States of America	2310204
WONDERWARE	United States of America	1982322
WONDERWARE (Logo)	United States of America	1799092

TRADEMARK REEL: 005967 FRAME: 0845

**RECORDED: 01/18/2017**