

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Invensys System, Inc.		03/31/2004	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metso Automation USA Inc.		
<b>Street Address:</b>	2425 Commerce Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Duluth		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30096		
<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>	2137871	PACSIM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4046856929		
<i>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.</i>			
<b>Phone:</b>	4048153741		
<b>Email:</b>	mbedsole@sgrlaw.com		
<b>Correspondent Name:</b>	Dale Lischer, Smith, Gambrell&Russell,LLP		
<b>Address Line 1:</b>	1230 Peachtree Street N.E.		
<b>Address Line 2:</b>	Suite 3100 - Promenade		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Dale Lischer		
<b>SIGNATURE:</b>	/DL/		
<b>DATE SIGNED:</b>	08/02/2017		
<b>Total Attachments: 5</b>			
source=Invensys Systems to Metso Automation USA#page1.tif			
source=Invensys Systems to Metso Automation USA#page2.tif			
source=Invensys Systems to Metso Automation USA#page3.tif			
source=Invensys Systems to Metso Automation USA#page4.tif			

OP \$40.00 2137871



ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of March 31, 2004 (the "Effective Date") by and between Invensys Systems, Inc. a Delaware corporation, ("Assignor"), and Metso Automation USA Inc. a Delaware corporation, ("Assignee") (collectively, the "Parties") pursuant to the Asset Purchase Agreement between the Parties dated March 31, 2004 (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement the Assignee has acquired all of the Assignors' right, title and interest in and to all of the trademarks and/or service marks that are comprised within Schedules 2.1.5 and 4.9 as reproduced in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, the intent of this Assignment is to effectuate the transfer of the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignors' right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist in relation to any of the Assigned Trademarks, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. This Assignment is intended to be an absolute assignment and not by way of security.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

INVENSYS SYSTEMS, INC.

METSO AUTOMATION USA INC.

By: Jay S. Ehle

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

Name: Jay S. Ehle

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

Title: Vice President

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

NY #587315 v2

TRADEMARK

REEL: 002953 FRAME: 0782

TRADEMARK

REEL: 006121 FRAME: 0254

State of Mass )  
                          ) SS.:  
County of Suffolk

On the 13<sup>th</sup> day of March, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: 10/9/2009

Dated: 3/30/2004

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of March 31, 2004 (the "Effective Date") by and between Invensys Systems, Inc. a Delaware corporation, ("Assignor"), and Metso Automation USA Inc. a Delaware corporation, ("Assignee") (collectively, the "Parties") pursuant to the Asset Purchase Agreement between the Parties dated March 31, 2004 (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement the Assignee has acquired all of the Assignors' right, title and interest in and to all of the trademarks and/or service marks that are comprised within Schedules 2.1.5 and 4.9 as reproduced in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, the intent of this Assignment is to effectuate the transfer of the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignors' right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist in relation to any of the Assigned Trademarks, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with any of the Assigned Trademarks, and all past and present goodwill associated with the Assigned Trademarks and symbolized thereby, and all records and files related to the Assigned Trademarks, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignors in all matters related to the Assigned Trademarks. This Assignment is intended to be an absolute assignment and not by way of security.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

INVENSYS SYSTEMS, INC.

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

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

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

METSO AUTOMATION USA INC.

By: 

Name: Douglas D. Dunn

Title: Vice President

Finance and Administration

NY #587315 v2

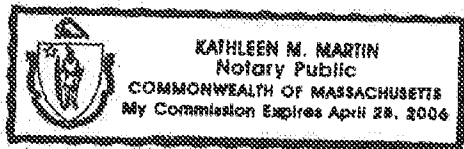
State of Massachusetts ss.:  
County of Worcester

On the 31 day of March in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas D. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

  
Notary Public

My commission expires: 4/28/04

Dated: 3/21/04



**SCHEDULE I**

**ASSIGNED TRADEMARKS**

**1. WINGEMS**

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2069534

Class 9 - Computer application software for use in modeling and simulating manufacturing processes for the purpose of designing evaluating and troubleshooting existing and new processes, plants and equipment, and for the training of operation control personnel.

**2. FACTNET**

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2067076

Class9- Computer application software for use in analyzing, troubleshooting, controlling and optimizing manufacturing processes

**3. PACSIM**

owned by Pacific Simulation, Inc., registered, U.S. serial no. 2137871

Class 9- Computer application software for engineering and training services for the simulating, analysis, troubleshooting, control and optimization of manufacturing processes, including data collection, analysis and management

**4. AQC**

owned by Pacific Simulation, Inc., application abandoned, U.S. serial no. 76/144704

Class 42- Computer programming for others, software design for others, and computer consultation.

**5. ADVANCED QUALITY CONTROL**

owned by Pacific Simulation, Inc., application abandoned, U.S. serial no. 76/144705

Class 42- Computer programming for others. Software design for others. Computer consultation.