

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Transfer Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TELEMECANIQUE		03/28/1994	CORPORATION: FRANCE

**RECEIVING PARTY DATA**

Name:	SCHNEIDER ELECTRIC
Street Address:	40, avenue Andre Morizet
City:	Boulogne Billancourt
State/Country:	FRANCE
Postal Code:	92100
Entity Type:	CORPORATION: FRANCE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1390575	R.B.DENISON

**CORRESPONDENCE DATA**

Fax Number: (703)413-2220  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-413-3000  
 Email: tmdocket@oblon.com  
 Correspondent Name: Jeffrey H. Kaufman  
 Address Line 1: 1940 Duke Street  
 Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	284044US33
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:

CH \$40.00 1390575

Address Line 4:

NAME OF SUBMITTER:

Jeffrey H. Kaufman

Signature:

/Jeffrey H. Kaufman/

Date:

03/04/2006

Total Attachments: 13

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## CONTRIBUTION AGREEMENT

### *Between*

TELEMECANIQUE, *Société anonyme* [French public limited company] with a capital of FFR 109 667 000, the registered office of which is at RUEIL MALMAISON (92500) 43-45 Boulevard Franklin-Roosevelt, registered with the Register of Commerce & Companies of NANTERRE under number B 775 629 041,

Represented by Mr. Hervé SIMON specially delegated for the purposes hereof by decision of the Board of Directors dated 7 March 1994,

Hereinafter referred to as "TE"

*of the first part*

### *and*

SCHNEIDER ELECTRIC, *Société anonyme* [French public limited company] with a capital of FFR 1 000 000, the registered office of which is at BOULOGNE BILLANCOURT, 40 Avenue André Morizet, registered with the Register of Commerce & Companies of NANTERRE under number B 954 503 439,

Represented by Mr. Robert JEANTEUR, Vice Chairman & Managing Director, specially delegated for the purposes hereof by a decision of the Board of Directors dated 7 March 1994,

Hereinafter referred to as "SE"

*of the second part*

### **IT IS FIRST RECITED AS FOLLOWS**

The SCHNEIDER Group has built up an industrial and contracting group focussed on the control and implementation of electrical energy, automation and general contracting, the industrial branch of which is constituted by three main companies: MERLIN GERIN, TELEMECANIQUE and SQUARE D.

After a period of joint strategic reflection, SCHNEIDER and its two subsidiaries MERLIN GERIN and TELEMECANIQUE have realised the necessity for a complete integration of the activities of both subsidiaries. Contributing these activities together with their French and foreign subsidiaries to SCHNEIDER ELECTRIC will enable such a restructuring to take place, and is an essential step towards creating a world-class integrated industrial group.

The Group's industrial activities will continue to be organised into Areas of Strategic Activity, and in geographical areas, thus enabling better coordination of and synergies in the production and marketing activities, as well as in administration, together with the pooling – thus better use – of the structural costs.

**IT IS NOW AGREED AS FOLLOWS:**

**CONTRIBUTIONS:**

Subject to the conditions precedent stipulated hereinafter, TE contributes the whole of its assets and liabilities as they stand on 01.10.1994 and as they make up the whole of its activities in the manufacture and sales of industrial automation components, to SE,

with the exception of:

- the necessary cash resources to pay the dividend due to the shareholders of TE in respect of financial year 1993; and
- its holdings in the following companies
  - SOCIETE INDUSTRIELLE FINANCIERE ET IMMOBILIERE DE RUEIL (SIFIR)
  - SOCIETE FINANCIER ET INDUSTRIELLE DE PARTICIPATION (SFIP)
  - TELEMECANICA S.A. (Spain)
  - TELEMECANIQUE AND CONTROLS LIMITED (India)
- and two (02) properties of which TE is the owner, one located at NANTERRE 33 bis, Avenue du Maréchal Joffre; the other at GRASSE, industrial park of Bois de Grasse.

This operation will be subject to provisions of articles 382 to 386 of the Law of 24 July 1966.

The conditions of this contribution have been determined on the basis of the accounts for TE and SE closed as at 31.12.93.

This being an operation for the internal restructuring of the SCHNEIDER Group, the parties have agreed to value the contributions at their net book value as at 31.12.1993.

It is stipulated that on the date of final completion of the contribution, SE hereby agrees to take the elements of the assets and the liabilities for the whole of the activities contributed, as they will stand on the said date.

**ARTICLE 1 – DESCRIPTION OF THE ASSETS CONTRIBUTED**

**1.1 Intangible assets**

The intangible elements allocated to operating the whole of the activities described above are hereby contributed.

These include, in particular:

- the name, customers and the right to call oneself the successor in the business relating to the whole of the activities described above and as presented in the appendix 1 attached hereto.

The said business being operated primarily at RUEIL-MALMAISON 43-45 Bd Franklin Roosevelt, and secondarily at the places of businesses listed in appendix 2 attached hereto.

- the computer packages, industrial and intellectual property rights, and in particular the ownership and use of all patents and trademarks registered by the contributing company in both France and abroad and relating to the whole of the activities contributed.

An indicative but not exhaustive list of French and European patents registered by the contributing company as at 1<sup>st</sup> March 1994 is attached hereto as appendix 3. The list of trademarks registered in France and abroad by the contributing company as at 1<sup>st</sup> March 1994 is attached hereto as appendix 4.

- technical studies, leaflets, files, archives, plans and documents of which SE may have the use.
- the processes, skills, manufacturing secrets, know-how and drawings and designs relating to the whole of the activities contributed.

An indicative but not exhaustive list of designs registered by the contributing company as at 1<sup>st</sup> March 1994 is given at appendix 5 attached hereto.

- the benefits or the liabilities arising out of all contracts, agreements, treaties or transactions relating to the whole of the activities contributed.
- the benefits and the liabilities arising out of all leases and leasing arrangements relating to immovable properties, rental agreements, preliminary contracts, authorisations involving the utilisation or use or occupation of premises, land or installations belong to third parties and granted to TE together with all rights to occupy the public domain, relating to the whole of the activities contributed.

As an indication, the list of leases and leasing agreements of which TE is the beneficiary is given at appendix 6.

**The whole being valued at the sum of 1 883 708 341.15**

## 1.2 Fixed assets

### 1.2.1 Land, buildings and fixtures and fittings attached thereto

This contribution comprises the land, buildings and fixtures and buildings [sic] attached thereto as described in appendix 7 hereto, for a total value of

**For the land 26 883 078.47**

**For the buildings and fixtures 136 361 506.87**

i.e., a total of **163 244 585.34**

### 1.2.2 Machinery and equipment, transport equipment, office equipment and furniture

The machinery, equipment, transport equipment and movable objects used to operate the business in question, as listed and valued in appendix 8 hereto, are contributed for a total value of: **312 198 571.34**

### 1.2.3 Fixed assets under construction, advances and payments on account

Fixed assets under construction including book debts and payments on account as set out at appendix 9 for a total value of: **169 444 181.93**

### 1.2.4 Financial assets

The following are contributed as described at appendix 10:

- shares

- debts attaching to the shares contributed	
the whole being valued at	1 294 511 608.87
<b>i.e., a total in respect of fixed assets contributed of</b>	<b>1 939 398 947.48</b>

### 1.3 Operating assets

The supplies, consumables, raw materials, finished products and works in course of manufacture, listed and valued according to the breakdown given at appendix 11 hereto.

The whole valued at a sum of	701 081 206.80
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### 1.4 Receivables

The receivables according to the breakdown given at appendix 12 hereto, amounting to the sum of

1 329 895 876.34

### 1.5 Other debts and assets contributed

Other debts and assets listed in appendix 13 are contributed for a total value of

388 161 672.40

**i.e. a total in respect of other assets contributed of** **2 419 138 755.54**

### 1.6 Total assets contributed

- Intangible assets	1 883 708 341.15
- Fixed assets	1 939 398 947.48
- Other assets	<u>2 419 138 755.54</u>

**TOTAL ASSETS CONTRIBUTED** **6 242 246 044.17**

## **ARTICLE 2 – LIABILITIES TAKEN OVER**

The contribution made to SE is subject to that company agreeing to take over the liabilities relating to operating the business contributed as at 1<sup>st</sup> January 1994.

At the said date, all debts amounted to the total sum of **4 781 189 437.18** as stated in appendix 14 hereto.

It is expressly stipulated that in no way shall TE be held jointly and severally liable for payment of the debts thus taken over by SE.

## **ARTICLE 3 – DETERMINING THE NET ASSETS CONTRIBUTED**

The total assets contributed amounting to **6 242 246 044.17**

The liabilities taken over amounting to **4 781 189 437.18**

**THE NET ASSETS AMOUNT TO** **1 461 056 606.99**

## **ARTICLE 4 – INCLUSIVE NATURE OF THE CONTRIBUTIONS**

It is stipulated that this contribution includes in general the whole of the property, rights and obligations, movables and immovables of the whole of the activities contributed, unless expressly stipulated otherwise.

In the event errors or omissions have occurred in the lists of property, rights or obligations given above, these defects will be rectified by subsequent additional corrective agreements without such agreements entailing any revision of the consideration.

## **ARTICLE 5 – CONSIDERATION FOR THE CONTRIBUTION**

The capital of SE amounts to FFR 1 000 000 divided into 10 000 shares of FFR 100 nominal value each.

5.1 In consideration for these contributions of a net amount of FFR 1 461 056 606.99, TE will be allocated 7 000 000 shares of FFR 100 nominal value each, fully paid up, which shares shall be issued by SE as an increase in capital.

The new shares thus created by SE shall qualify for entitlement to dividend and other rights with retroactive effect to 1<sup>st</sup> January 1994.

They shall be in the same category as the old shares and subject to all the same provisions in the articles of association.

The new SE shares shall be negotiable upon completion of the increase in capital arising from this contribution, that is to say on the date of the General Meeting of Shareholders of SE having approved the contributions.

5.2 The difference between:

- first, the value of the net assets contributed by TE; and
- second, the nominal value of the shares actually issued as the increase in capital of SE,

will be registered in a “share premium” account, to which the rights of the shareholders in SE will pertain.

On the basis of the net value of the contribution of FFR 1 461 056 606.99 and the consideration therefor by SE, i.e., FFR 700 000 000,

the amount of the share premium works out at FFR 761 056 606.99.

## **ARTICLE 6 – OWNERSHIP AND POSSESSION OF THE PROPERTY CONTRIBUTED**

SE shall have the ownership and possession of the property contributed with effect from the date on which the contribution becomes final subsequent to the conditions precedent stipulated hereinafter being met.

It is expressly agreed that all asset and liability operations effected from 1<sup>st</sup> January 1994 to the date on which the contribution is finally complete relating to the property and rights contributed and to the liabilities taken over, shall be deemed, as a matter of law, to have been accomplished on behalf of the beneficiary company of the contribution.

## **ARTICLE 7 – CHARGES AND CONDITIONS**

With effect from completion date and with 1 January 1994 as effective date, the aforesaid contributions are granted and accepted subject to the ordinary conditions of law and fact as well as the conditions set out below:

1. SE will take the property and rights contributed in the state in which they exist on the day the contribution is completed, without being able to exercise any recourse against the contribution company on any grounds whatsoever and, in particular: manufacturing defects, dilapidation of real property, wear or poor condition of machinery, movable objects and stocks, insolvency of debtors, etc., all real property occupied being accepted in the state in which they stand.

It [SE] will simply be subrogated to all the rights and obligations of TE, which does not mean that it [SE] will have any warranty other than that from which it [TE] benefits.

2. SE will accept all servient, contractual or legal easements, apparent or latent, continuous or discontinuous that might encumber the real property contributed, except where it may take legal action in defence against the same, and to enjoy any dominant easements that might exist, the whole at its own risk and liability.
3. SE will perform all treaties, contracts, agreements and commitments whatsoever entered into by TE in respect of the whole of the activities contributed, together with all agreements relating to the movable property contributed or to rented real properties, that occurred prior to this contribution agreement.

It hereby agrees to continue all insurance policies and service agreements relating to the property contributed until expiration thereof or to cancel the same at its own cost.

4. SE will assume liability for and pay all taxes, contributions, rents and dues relating to the period from 1<sup>st</sup> January 1994 and will assume liability for all the current and future ordinary and extraordinary charges that encumber or might encumber the whole of the activities contribution, in particular the calling in of any sureties as set out at appendix 15, in such a way as to hold TE harmless in respect thereof.
5. SE will be subrogated to all rights of TE to benefit from any backing, security and surety received by TE in respect of the assets contributed.

SE will also be subrogated to all obligations of TE in respect of any security (such as mortgage, pledge, charge, etc.) that may encumber the assets contributed. It agrees to comply with any request from creditors for the re-issue the said security for their benefit.

6. SE will assume liability for the continuation or the termination of any leases, leasing arrangements, rentals or occupancy agreements that might have been granted to TE for operating the whole of the activities contributed and will agree to accept those that TE might have granted, in particular to its employees in supplement to their contracts of employment or arising from collective agreements relating to the staff employed in the whole of the activities contributed.
7. SE will take over the contracts of employment of the staff employed in the whole of the activities contributed subject to the conditions provided at article L 122-12 of the Labour Code. The transfer of the contracts of employment will be deemed effective as of 1<sup>st</sup> May 1994.

Also with effect from 1<sup>st</sup> May 1994, SE will take over existing obligations and charges in respect of the Retirement and Provident Fund schemes with respect to the different categories of staff of whom it will have become the new employer,



and will be subrogated to all the obligations of TE with respect to all categories of its current and former employees.

SE will assume liability for any possible obligations arising from sureties given for loans granted to members of TE's staff, whose contracts of employment it will have taken over as indicated above. It will also continue any loans granted by TE to its staff subject to the same conditions.

SE agrees to be subject to the whole of the obligations incumbent on TE in regard to the Employee Participation and Profit-Sharing scheme.

8. SE shall have all powers to bring and conduct all proceedings, legal actions and claims relating to the whole of the activities contributed in the place and name of the contributing company, and to bear the financial consequences thereof. In particular, SE may bring any actions and proceedings for infringements pre-dating the date of contribution.
9. SE will comply with the laws, decrees and orders, regulations and practices relating to the whole of the activities contributed and will assume liability for all authorisations that might be necessary, the whole being at its own risk and liability.

In particular, SE agrees to comply with current legislation concerning:

- water pollution
- air pollution
- noise abatement
- premises classed as dangerous, unhealthy and noxious

10. In the event that the transfer of any contracts or of certain goods to SE is subject to the agreement or approval of a contracting party or any third party whatsoever, the failure to obtain subsequent approval shall not in any way compromise the validity of this contribution agreement. In these events, the said agreement will cover the proceeds of repayment of debts or the price of selling the welfare rights [sic] or other elements of the assets concerned.

Furthermore, should it prove difficult or impossible to transfer certain business agreements to SE (either due to difficulties in obtaining the other contracting party's prior agreement or due to problems arising from the transfer of the instruments of payment associated with the contract), TE will continue to perform them on the order and on behalf of SE which will nevertheless be the beneficiary of all sums payable under the said contracts and liable for all risks that such performance might entail.

Finally, it is expressly stipulated that all orders that are received by TE after the date of the general meeting of shareholders that will decide on the transfer of the activities shall be deemed to be in the name of SE, which shall ensure performance thereof, it being stipulated that any particular cases shall be dealt with as specified in the previous paragraph.

11. It is specified that the contribution of the real property will be authenticated by registering this agreement with Maître MILLIER, Notary in Paris, in respect of both the beneficiary and the contributing companies; and together with formalities certifying that the documents and signature are genuine and binding, the same

will apply to any additional deeds or documents necessary for the said real properties to pass to SE.

12. It is also stipulated that part of the premises contributed is subject to a lease granted by TE, of which SE hereby declares it is fully aware.

Consequently, as soon as these contributions have been completed, SE will be subrogated to the right and obligations incumbent on the contributing company in respect of the said lease(s).

In addition, TE agrees to grant SE a commercial lease for the building located in Nanterre for a term of 9 years and subject to conditions fixed by separate agreement.

13. TE agrees to comply with SE on first request and assist with drawing up any additional deeds to reiterate or confirm these contributions and to supply any documentary evidence that might be necessary to bring about the transfer of the properties contributed in the proper form.
14. Finally, SE will fulfil all the formalities regarding publication prescribed by law relating to the property and rights that are the subject of this contribution agreement within the time limits provided.

## **ARTICLE 8 – CONDITIONS PRECEDENT**

This partial contribution of assets is subject to the following conditions precedent:

- Approval of the accounts closed on 31.12.1993 and of the allocation of the 1993 profits by the Ordinary General Meetings of Shareholders of TE and SE no later than 30 June 1994; and
- Approval of this agreement by the Extraordinary General Meetings of Shareholders of TE and SE.

If these conditions are not met by 30 June 1994, this contribution agreement shall be considered to have lapsed without either party being entitled to any compensation whatsoever.

## **ARTICLE 9 – FISCAL ARRANGEMENTS**

### a) Registration

In accordance with provisions of article 301 A of Appendix II of the French General Tax Code, this partial contribution of assets relating to a complete autonomous branch of activity in the meaning of article 301 E of the same appendix of the aforesaid Code, the parties apply for registration under a special set of rules provided for by articles 816, 817 and 817 A of the said Code and, consequently, to the fixed fee of FFR1 220.

### b) Corporation tax

The parties recall that the planned contribution between them represents a partial contribution of assets relating to a complete branch of activity and consequently, by virtue of the provisions of article 210-B of the General Tax Code, have chosen to make the said contribution subject to the rules set out at article 210-A of the said code insofar as concerns corporation tax.

For this purpose, TE agrees to:

- retain the shares that will be given to it in consideration for its contribution for a period of five (05) years;
- calculate any gains made later on the sale of such shares by reference to the value that the property contributed had for tax purposes in its own accounting records.

SE agrees, where appropriate, to:

- take over and include in its liabilities the provisions TE made on which taxation has been deferred;
- calculate any gains made later on the sale of fixed assets that are not subject to depreciation contributed to it, based on the value that such assets had for tax purposes in TE's books;
- incorporate into its taxable profits the gains shown from the contribution of assets that are subject to depreciation;
- include in its balance sheet any elements contributed other than fixed assets for the value that they had for tax purposes in TE's books.

c) Takeover of prior tax commitments

Furthermore, SE agrees to take over the benefit and / or the charge of any tax commitments that TE might have previously agreed to honour by virtue of any merger, or so-called "English-style" merger or partial contribution of assets subject to preferential tax treatment insofar as concerns registration fees and / or corporation tax relating to assets included in this partial contribution of assets.

This applies to the commitments made by TE in respect of the following, without such list being considered limitative in any way:

- partial contribution of assets that TE made in favour of the company MACHINES ASSEMBLAGE AUTOMATIQUE and covering its complete and autonomous "automatic assembly machinery" branch of activity, carried out on 17 April 1992;
- the contribution of which it was the recipient through the merger with APRIL AUTOMATES final completion of which was accomplished after the EGM on 30 November 1992;
- the contribution of which it was the recipient through the merger with FITELEM, final completion of which was accomplished after the EGM on 30 November 1992;
- the contribution that it made in favour of the Mexican company MG SA DE CV covering 73.61% of the shares in the Mexican company TELEMECANIQUE MEXICO completed on 15 June 1993;
- the contribution it made in favour of the U.S. company SQUARE D US and covering 22 383 shares in the Mexican company MG SA DE CV completed on 20 June 1993;
- the contribution it made in favour of the Canadian company SQUARE D CANADA and covering 27 800 shares in the Canadian company TELEMECANIQUE CANADA completed on 22 June 1993.

d) Employers' participation in the construction effort

Insofar as concerns the participation of employers in the construction effort, SE hereby declares that in accordance with the provisions of article 163 of appendix II of the General Tax Code, it agrees to accept liability for the investment obligation incumbent on TE as at the date of final completion of the contribution, due to the staff of TE who will be transferring to it.

SE requests, moreover, that it be subrogated to the whole of the rights and obligations of TE with respect to this tax and may, in future, state amounts of surplus investments carried out by TE that it will have incorporated into its own balance sheet.

e) Value-added tax (VAT)

Insofar as concerns value-added tax, the parties declare that the partial contribution of assets planned between them must be deemed non-existent in the light of provisions of article 257-7° of the General Tax Code.

Both parties being liable and registered for VAT and the partial contribution of assets planned between them relating to a complete branch of activity, SE agrees to apply the tax to subsequent sales/transfers of investment assets included in the contribution and, where appropriate, to make the necessary adjustments provided for at articles 210 and 215 of appendix 11 of the General Tax Code that would have been due and payable had TE continued to use the assets contributed.

SE also declares that the assets included in the operating assets contributed are intended for re-sale as and when the need arises.

To the extent that TE may choose to file all or part of the contributions for tax assessment in order to appropriate any tax credits that may be available, SE agrees to pay any tax outstanding in this respect jointly and severally with TE in the event of payment thereof being made in instalments.

In any event, TE will be exempt from having to make the adjustments provided at article 210 of appendix II of the General Tax Code either by virtue of the undertakings given by SE or due to the assets contributed having been taxed.

Finally, pursuant to provisions of article 271-A 3 of the General Tax Code, the book debt on the Treasury that TE will be in a position to state at the date the partial contribution of assets is completed and relating to the activity transferred, will be transferred to SE.

## **ARTICLE 10 – COSTS AND DUES**

All costs, dues and fees relating to this document and to those that the contribution will generate shall be borne by SE.

## **ARTICLE 11 – ADDRESS FOR SERVICE OF DOCUMENTS**

For the purpose of performing this agreement and any deeds or minutes or notices that ensue or are a consequence thereof, the parties agree that their addresses for the service of documents shall be at the registered offices of the companies that each party represents.

## **ARTICLE 12 – DISPUTES**

The Commercial Court of NANTERRE shall decide any difficulty in interpreting or performing this agreement.

## **ARTICLE 13 – MISCELLANEOUS WARRANTY DECLARATIONS**

TE hereby declares that

- as of today's date, the business of TE that is the subject of this contribution is not encumbered by any registered charge whatsoever nor subject to any pledge or charge as is established by the certificates issued by the Registry of the Commercial Court of NANTERRE. In the event that such registered charges were to come to light between now and the date of final completion of the contribution, TE expressly agrees to secure the lifting thereof at its own expense.
- TE is not and has never been the subject of insolvency or bankruptcy or winding-up proceedings.

## **ARTICLE 14 – WAIVER OF VENDOR'S PREFERENCE AND RIGHT OF ACTION TO TERMINATE**

TE hereby waives the vendor's preference and the right of action to terminate.

Consequently, no registration will be made of any vendor's preferential rights in respect of the business; neither will any registration be made with the Land Registry – Charges Section in the jurisdiction within which the real property contributed is located.

## **ARTICLE 15 – SOLEMN DECLARATION**

The parties hereby declare that this deed expresses the whole of the consideration for the contribution of activity that it records.

## **ARTICLE 16 – POWERS**

1°) All powers are conferred on the bearer of an original, a copy or an extract of this deed to accomplish all legal and administrative formalities.

2°) In the event that the accomplishment of certain legal or administrative formalities presupposes the identification of rights or assets transferred that are not expressly listed in the appendices hereto, the signatories of this contract or the legal representatives of the Companies or of their legal successors, are expressly authorised to issue any statements relating to the identification of such rights and / or assets transferred and, generally, to carry out all deeds and formalities necessary.

These same persons shall be fully authorised, with the option to delegate, to make all declaration and accomplish all deeds and formalities that might become necessary for the transfer of title or of ownership of the assets contribution, and in particular shares and securities in any company.

## **ARTICLE 17 – APPENDICES**

This agreement comprises the following appendices:

Appendix 1 Intangible fixed assets. Business.

- Appendix 2 List of places of business where activity is carried on primarily and secondarily.
- Appendix 3 List of registered French and European patents.
- Appendix 4 List of trademarks registered in France and abroad.
- Appendix 5 List of registered designs.
- Appendix 6 Leases, leasing arrangements, occupancy agreements.
- Appendix 7 Land and buildings – fixtures and fittings attached thereto.
- Appendix 8 Machinery and equipment, transport equipment, office equipment and furniture.
- Appendix 9 Fixed assets under construction.
- Appendix 10 Financial assets contribution.
- Appendix 11 Supplies, consumables, etc.
- Appendix 12 Commercial debts.
- Appendix 13 Other debts and assets contributed.
- Appendix 14 Liabilities.
- Appendix 15 Off-balance sheet commitments (for the record).

Signed at Paris on 28 March 1994 in fourteen (14) copies.

**For TE**

Mr. H SIMON

[signature illegible]

**For SE**

Mr. R. JEANTEUR

[signature illegible]

APPENDIX 4 FOREIGN TRADEMARKS : NATIONAL APPLICATIONS

14/03/94

NAME	COUNTRY	FILING / RENEWAL DATE	FILING NUMBER	REGISTRATION NUMBER
R B DENISON	U.S.A.	17/01/1985	517 998	1 390 575
TBX	U.S.A.	26/05/1992	279 573	
TE	U.S.A.	29/07/1976	094 886	1 095 773
TE TELEMECANIQUE	U.S.A.	03/02/1975	043 349	1 049 948
TELEMECANIQUE	U.S.A.	06/07/1970	364 452	0 978 479
TELEQUICK	U.S.A.	19/04/1974	019 210	1 029 916
TELESTATIC	U.S.A.	08/12/1984		0 781 332
TELMAY	U.S.A.	02/04/1984	473 377	1 350 405
TSX 7	U.S.A.	19/03/1984	471 119	1 369 843
TUCHSWITCH	U.S.A.	28/04/1990		0 889 989
X QIMTEL	U.S.A.	19/12/1990	125 207	1 791 318
X7	U.S.A.	29/01/1991	135 106	1 727 152
X PLUS	U.S.A.	29/01/1991	135 144	
X TEL	U.S.A.	01/02/1992	234 708	1 762 539
X WAY	U.S.A.	27/08/1990	091 096	
ALTIVAR	VENEZUELA	09/12/1986	017 424	138 574
ALTIVAR	VENEZUELA	09/12/1986	017 424	138 573
CANALIS	VENEZUELA	26/11/1991	017 423	083 402 F
D	VENEZUELA	05/05/1989	006 592	
EMBALLAGE JETABLE	VENEZUELA	09/11/1982	82,09568	115 652-F
PREFADIS	VENEZUELA	09/06/1978	003 596	096 213-F
PREFADIS	VENEZUELA	01/08/1978	004 862	015 773-D
TE	VENEZUELA	16/07/1987	87,09992	026 553
TE	VENEZUELA	16/07/1987	87,09996	142 284
TE	VENEZUELA	16/07/1987	87,09994	142 282
TE	VENEZUELA	17/07/1987	87,09993	142 281
TE	VENEZUELA	16/07/1987	87,09995	142 283
TE TELEMECANIQUE	VENEZUELA	02/02/1992		084 091-F
TE TELEMECANIQUE	VENEZUELA	02/02/1992		084 090-F
TE TELEMECANIQUE	VENEZUELA	23/07/1987	87,10470	142 390
TE TELEMECANIQUE	VENEZUELA	23/07/1987	87,10471	142 391
TE TELEMECANIQUE	VENEZUELA	23/07/1987	87,10469	026 590
TE TELEMECANIQUE	VENEZUELA	16/04/1975	75,01981	092 698-F
TELEQUICK	VENEZUELA	13/11/1978	007 390	102 596-F
TELESTATIC	VENEZUELA	18/09/1991	4930	4650
TE TELEMECANIQUE	VIETNAM	24/05/1989	310/89	B 310/89
TE TELEMECANIQUE	ZIMBABWE	24/05/1989	309/89	B 309/89
TE TELEMECANIQUE	ZIMBABWE	24/05/1989	309/89	B 309/89

TRADEMARK

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