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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Invensys Building Systems, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Deutsche Bank AG, London
Internal Address: Winchester House
1 Great Winchester Street
London, EC2 2EQ, UK Attn: Sean Malone
Street Address: (same)
City: _____ State: _____ Zip: _____
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2004 APR -6 AM 8:51
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 4/1/2004

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) none
B. Patent No.(s) See Attached Schedule A
Additional numbers attached? Yes No

6. Total number of applications and patents involved: 17
7. Total fee (37 CFR 3.41).....\$ 680.00
 Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam M. Grandy, Legal Assistant
Internal Address: c/o Palmer & Dodge LLP
Street Address: 111 Huntington Avenue
at Prudential Center
City: Boston State: MA Zip: 02199

8. Deposit account number:
16/0085

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9. Signature.
Adam M. Grandy
Name of Person Signing
Signature
Date 04/02/04

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/12/2004 LMUELLER 00000105 6394135

01 FC:8021

680.00 DP

PATENT
REEL: 015190 FRAME: 0297

SCHEDULE A

4.A. Patent Application Numbers:

PATENT	Application /Serial No.	Application Date
Manual Override And Locking Mechanism And Actuator Including	101681	20 March 02
Precision Modulating Globe Valve	184245	28 June 02

4.B. Patent Numbers:

PATENT	Patent No.	Application Date
Balanced Plug Valve With Contour Wall	6394135	18 May 99
Event Driven Remote Graphical Reporting Of Building Automation System Parameters	5061916	29 May 90
Floating Fluid-Operated Actuator	5107678	17 May 91
Method And Apparatus For Automatic Offset Compensation In Parameter-Sensing Transducer Systems	4817022	30 July 86
Motor-Driven, Spring-Returned Rotary Actuator	5310021	18 February 93
Network Management System Having An Embedded Network Database	6185566	5 May 98
Non-Bridge Type Electronic Actuator Control	5153493	4 February 91
PC Card Test And Configuration Connector	5880936	14 August 97
Stem Sealing System For Broad Temperature Ranges	6062570	21 March 96
Systems And Methods For Actuator Power Failure Response	5872434	28 August 97
Systems And Methods For Braking Of Actuator And Brushless DC Motor Therein	5838124	28 August 97

PATENT	Patent No.	Application Date
Versatile Interface Means For Computer-Based Control Systems	4872213	31 March 88
Voltage Follower With Pull-Apart Connector	4945316	16 June 89
Network Management System Having A Network Database	6654750	24 October 00
Two-Position Rotary Actuator Incorporating Dc Solenoid	6651952	12 November 99

PATENT SECURITY AGREEMENT

WHEREAS:

- (A) Invensys Building Systems Inc. (the **Grantor**), a Delaware corporation whose principal place of business is located at 1354 Clifford Avenue, Rockford, IL 61111, is the owner and user of the patents issued by and/or the patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the **Patents**).
- (B) The Grantor has entered into:
- (1) a Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Patents;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a

security interest in, all of the Grantor's right, title and interest in and to the Patents and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents (collectively, the **Patent Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Grantor pursuant hereto secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Pledge and Security Agreement.
4. This Patent Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Patent Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Patent Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

Grantor

INVENSYS BUILDING SYSTEMS INC.

By: 

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:


Name:

Title:

Commonwealth of Massachusetts

County of Suffolk

On this 1st day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Invensys Building Systems Inc., with authority to do so.



(Signature of notary public)

My commission expires: 4/11/2008

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Patent Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the ___ day of April, 2004.

Grantor

INVENSYS BUILDING SYSTEMS INC.


By:

Name: Jules Jay Morris
Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:



Name: J. Brunel - J.S. MALONE
Title: authorized signatories

SCHEDULE A**Patents
INVENSYS BUILDING SYSTEMS, INC.**

Patent Description	Application Number	Patent Registration Number	Application Date
Balanced Plug Valve With Contour Wall	314257	6394135	18 May 99
Event Driven Remote Graphical Reporting Of Building Automation System Parameters	529945	5061916	29 May 90
Floating Fluid-Operated Actuator	702640	5107678	17 May 91
Method And Apparatus For Automatic Offset Compensation In Parameter-Sensing Transducer Systems	892131	4817022	30 July 86
Motor-Driven, Spring-Returned Rotary Actuator	018813	5310021	18 February 93
Network Management System Having An Embedded Network Database	072794	6185566	5 May 98
Non-Bridge Type Electronic Actuator Control	650074	5153493	4 February 91
PC Card Test And Configuration Connector	916909	5880936	14 August 97
Stem Sealing System For Broad Temperature Ranges	620695	6062570	21 March 96
Systems And Methods For Actuator Power Failure Response	920051	5872434	28 August 97
Systems And Methods For Braking Of Actuator And Brushless DC Motor Therein	920053	5838124	28 August 97
Versatile Interface Means For Computer-Based Control Systems	175865	4872213	31 March 88
Voltage Follower With Pull-Apart Connector	367339	4945316	16 June 89
Network Management System Having A Network Database	09/695349	6654750	24 October 00

Patent Description	Application Number	Patent Registration Number	Application Date
Two-Position Rotary Actuator Incorporating Dc Solenoid	09/438909	6651952	12 November 99
Manual Override And Locking Mechanism And Actuator Including	101681	Pending	20 March 02
Precision Modulating Globe Valve	184245	Pending	28 June 02