

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Invensys Controls Italy S.r.l.	07/13/2006
RECEIVING PARTY DATA	
Name:	Deutsche Bank AG, London Branch
Street Address:	1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	6502758
Patent Number:	D430544
Patent Number:	D430853
Patent Number:	D431028
Patent Number:	D431789
Patent Number:	D432032
Patent Number:	D432927
Patent Number:	D432996
Patent Number:	D431198
Patent Number:	D462940
Patent Number:	D442559
Patent Number:	D429697
Application Number:	10900290
CORRESPONDENCE DATA	

CH \$520.00 6502758

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02135

ATTORNEY DOCKET NUMBER:	300045-1
NAME OF SUBMITTER:	Adam M. Grandy

Total Attachments: 8
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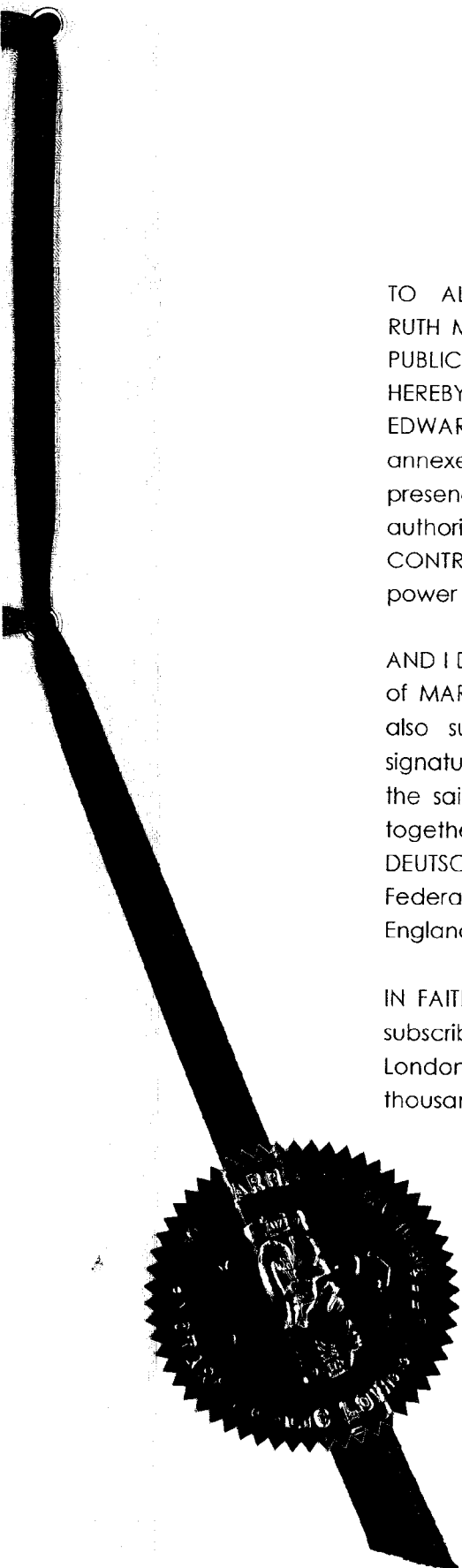
NOTARIES PUBLIC

N P Ready
R M Campbell
J B Burgess
E Gardiner
A J Claudet
I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, duly authorised attorney of the corporation styled INVENSYS CONTROLS ITALY S.R.L. of Italy, under and by virtue of a power of attorney dated 13 June 2006;

AND I DO FURTHER CERTIFY the genuineness of the signatures of MARIA DE LELLIS and CRAIG GREGORY ROBERT HOEPFL also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Maria de Lellis and Craig Gregory Robert Hoepfl, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.



Ruth M. Campbell

My Commission Expires with Life

E-mail : notary@cheeswrights.co.uk

www.cheeswrights.co.uk

10 Philpot Lane London EC3M 8BR
Tel : 020 7623 9477
Fax : 020 7623 5428

Canary Wharf Office
Tel : 020 7712 1565

PATENT



REEL: 017921 FRAME: 0948

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PATENT SECURITY AGREEMENT

WHEREAS:

- (A) Invensys Controls Italy S.r.l. (the **Grantor**), a Italy corporation whose registered address is located at Belluno, Via F Del Vesco 2, 32100 Belluno, Italy, 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) that certain Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Security Agreement**) made between the Grantor and Deutsche Bank AG London Branch, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the 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; and
 - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Patent Collateral;

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

Section 1. Defined Terms

Unless otherwise defined herein, the terms defined in this Patent Security Agreement have the meanings defined in the Security Agreement (including by reference).

Section 2. Grant of Security Interest in Patent Collateral

The Grantor hereby reconfirms the terms of the Security Agreement and the Credit Agreement. 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, to and under the following collateral of the Grantor (the **Patent Collateral**):

- (a) the Patents referred to on Schedule A hereto; and

- (b) 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.

Section 3. Security Agreement and Credit Agreement

This Patent Security Agreement has been entered into in connection with the Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Credit Agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

The Grantor further authorizes the Security Agent to prepare and file, at the Grantor's expense:

- (a) financing statements;
- (b) continuation statements; and
- (c) any amendment in respect of those statements.

The Grantor expressly authorizes the Security Agent, if it so elects, to file financing statements with the collateral description "all assets of the Grantor", "all personal property of the Grantor" or other words to that effect.

Promptly after filing an initial financing statement as described above, the Grantor must provide the Security Agent with an official report from the Secretary of State or similar official of each Relevant State (as defined below) indicating that the Security Agent's security interest is prior to all other security interests or other interests reflected in the report.

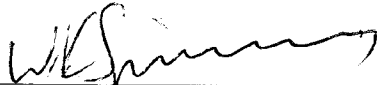
Relevant State shall mean: (x) the state of the Grantor's incorporation or organization, or if the Grantor is incorporated or organized under the laws of a jurisdiction outside the United States, Puerto Rico, the United States Virgin Islands or any territory or possession subject to the jurisdiction of the United States and does not have its chief executive office or sole place of business in any state, then the District of Columbia; or (y) the state where the Grantor has its chief executive office or sole place of business, if any.

Any term defined in the Uniform Commercial Code as in effect from time to time in the District of Columbia and used in this Section 3 has the meaning given to that term in such Uniform Commercial Code.

IN WITNESS WHEREOF, each of 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 13th day of July, 2006.

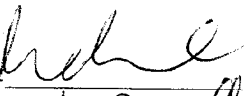
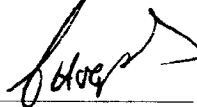
Grantor

INVENSYS CONTROLS ITALY S.R.L.

By: 
Name: WILLIAM SPIVEY
Title: ATTORNEY-IN-FACT

Security Agent

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

By:  
Name: M. De Vellis C. HOEPE
Title: VP AVP

Section 4: Governing Law

This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 5. Counterparts

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.

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SCHEDULE A

INVENSYS CONTROLS ITALY S.R.L

PATENTS AND PATENT APPLICATIONS

Item Number	Patent Description	Country	Application Number	Patent Reg. No	Application Date	Chargor
1.	Electromagnetic Pump for use with Hydraulic Device	US	10/900290	Pending	28 July 04	Invensys Controls Italy Srl (Invensys Controls (Italy) Srl)
2.	Electronic Device for Regulating and Controlling Ambient Temperatures	US	09/901039	6502758	10 July 01	Invensys Controls Italy Srl (Invensys Controls (Italy) Srl)
3.	Closing Bottom for An Instrument Container for Conditioning Units and Refrigerating Unit	US	29/113670	D430544	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)

Item Number	Patent Description	Country	Application Number	Patent Reg. No	Application Date	Chargor
4.	Control and Measuring Instruments for Conditioning and Refrigerating Units	US	29/111823	D430853	30 Sept 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
5.	Mounting Mask of a Front Piece for an Instrument Container for Conditioning and Refrigerating Units	US	29/113663	D431028	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
6.	Side Adaptor for a Control and Measuring Instrument for Conditioning and Refrigerating Units	US	29/113671	D431789	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
7.	Assembly Rod for Control and Measuring Instruments for Conditioning and Refrigerating Units	US	29/113668	D432032	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
8.	Extension Module for An Instrument Container for Conditioner and Refrigerating Units	US	29/113669	D432927	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)

Item Number	Patent Description	Country	Application Number	Patent Reg. No	Application Date	Chargor
9.	Small Closing Bottom for an Instrument Container for Conditioning and Refrigerating Units	US	29/113662	D432996	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
10.	Anti-Dripping Cover for a Control and Measuring Instrument for Conditioning and Refrigerating Units	US	29/113664	D431198	10 Nov 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
11.	Housing for Control and Regulation of Electronic Instruments	US	29/138529	D462940	16 March 01	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
12.	Front Pieces of Control and Regulation Electronic Instruments and Relevant Regulation Knobs	US	29/129642	D442559	20 Sept 00	Invensys Controls Italy Srl (Invensys Climate Controls SpA)
13.	Control and Measuring Instruments for Conditioning and Refrigerating Units and Components for same	US	29/100168	D429697	5 Feb 99	Invensys Controls Italy Srl (Invensys Climate Controls SpA)