

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Siemens Energy & Automation, Inc.	09/26/2008
RECEIVING PARTY DATA	
Name:	Siemens Power Generation, Inc.
Street Address:	4400 Alafaya Trail
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32826
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12497895
CORRESPONDENCE DATA	
Fax Number:	(407)736-6440
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4077363399
Email:	barbara.quinn@siemens.com
Correspondent Name:	ELSA KELLER
Address Line 1:	SIEMENS CORP - IP DEPT
Address Line 2:	170 Wood Avenue South
Address Line 4:	Iselin, NEW JERSEY 08830
ATTORNEY DOCKET NUMBER:	2006P02476US01
NAME OF SUBMITTER:	John P. Musone
Total Attachments: 5 source=APA_SEA&SPGI#page1.tif source=APA_SEA&SPGI#page2.tif source=APA_SEA&SPGI#page3.tif	

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Execution Copy

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
SIEMENS ENERGY & AUTOMATION, INC.
AND
SIEMENS POWER GENERATION, INC.

dated as of September 26, 2008

Pages 2-3, 5-7 and 9-17 have been redacted

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of the 26th day of September 2008, is entered into by and between SIEMENS ENERGY & AUTOMATION, INC., a Delaware corporation ("SE&A") and SIEMENS POWER GENERATION, INC., a Delaware corporation ("SPGI").

WITNESSETH:

On the terms and subject to the conditions set forth in this Agreement, SE&A desires to sell and transfer to SPGI, and SPGI desires to purchase and assume from SE&A those assets and liabilities of the O&G Business identified in this Agreement.

NOW, THEREFORE, in consideration of the representation, warranties, covenants and agreements contained herein, SE&A and SPGI, each intending to be legally bound hereby, agree as set forth below.

ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1:

"Affiliate" means any person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control of any Party or a Parent Company. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Asset Purchase Agreement, as it may be amended from time to time, together with all Schedules and Exhibits attached hereto.

"Assumed Liabilities" has the meaning given that term in Section 2.3.

"Berwanger Agreement" means that certain Stock Purchase Agreement among Siemens Energy & Automation, Inc., Berwanger, Inc. and Patrick C. Berwanger, dated as of December 15, 2005, as amended to date.

"Consideration" has the meaning given that term in Section 2.5.

"Contract" or "Contracts" means any written agreement, financial instrument, lease or license related to the O&G Business (i) to which SE&A or any of its predecessors is a party or (ii) by which the O&G Business, SE&A or any such predecessor(s) is/are bound, including without limitation, the Berwanger Agreement; agreements with customers and suppliers; purchase orders issued or received by the O&G Business in the ordinary course of business; employment agreements with the O&G

ARTICLE II
THE TRANSACTION

2.1 Sale and Purchase of Assets. Upon the terms and subject to the conditions of this Agreement, SE&A hereby sells, assigns, transfers, conveys and delivers to SPGI, and SPGI hereby purchases and accepts delivery from SE&A, in each case, effective as of 12:01 AM Eastern Standard Time on October 1, 2008 (the "Effective Time" and such date, the "Effective Date"), of all of SE&A's right, title and interest in and to the properties, business as a going concern, goodwill and assets of every kind, nature and description used or held for use solely in connection with the O&G Business, as the same exist on the Effective Date, whether real, personal or mixed, tangible or intangible, in electronic form or otherwise, including but not limited to the following (collectively, the "Transferred Assets"):

(a) all inventories (net of reserves) of parts, supplies and components used or held for use in connection with, and all work in process and finished products exclusively of, the O&G Business; for illustration purposes, the parties have attached as Schedule 2.1(a) a list of such inventories as of April 30, 2008 (except for ISBU Inventories which are listed as of August 28, 2008);

(b) all equipment, tools, dies, molds, furniture, vehicles, office equipment and other tangible personal property (the "Fixed Assets") owned or leased and used exclusively in the O&G Business, wherever located; for illustration purposes, the parties have attached as Schedule 2.1(b) a list of such Fixed Assets as in existence on June 10, 2008;


(c) all intangible assets exclusively related to the O&G Business, including the Transferred IP listed on Schedule 2.1(c);


(d) all (or copies of) customer lists, books, business records, customer records and files, customer financial records, and all other files and information relating to the O&G Business and/or the Transferred Assets, including minutes and memoranda of meetings with customers and their representatives, all proposals to customers or prospective customers, all uncompleted or partially completed customer projects, and all customer order backlog, all records pertaining to property, production, engineering, environmental compliance, purchasing and sales, credit data, personnel and payroll, accounting, supplier lists, manuals, correspondence and similar items, to the extent each of the foregoing relates exclusively to the O&G Business;

(e) all rights, benefits and interests in, to and under all executory Contracts and agreements, including those listed on Schedule 2.1(e) and all customer advances to the extent related to the O&G Business; provided that to the extent any of the Contracts or agreements or any claim or right or benefit arising thereunder or resulting therefrom is not assignable by its terms, or the assignment thereof shall require the consent or approval of another party thereto, this Agreement shall not constitute an assignment thereof if an attempted assignment would be in violation of the terms thereof or if such consent is not obtained prior to the Effective Date, and in lieu thereof SE&A shall

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SIEMENS ENERGY & AUTOMATION, INC.

By: 
Name: Dennis Sadlowski
Title: President & Chief Executive Officer

By: 
Name: Harry Volande
Title: Executive Vice President & Chief Financial Officer

SIEMENS POWER GENERATION, INC.

By: _____
Name: Randy Zwirn
Title: President & Chief Executive Officer

By: _____
Name: Steven Conner
Title: Vice President & Chief Financial Officer

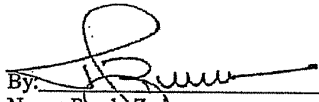
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

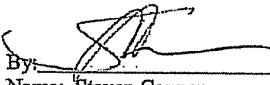
SIEMENS ENERGY & AUTOMATION, INC.

By: _____
Name: Dennis Sadlowski
Title: President & Chief Executive Officer

By: _____
Name: Harry Volande
Title: Executive Vice President & Chief Financial Officer

SIEMENS POWER GENERATION, INC.

By:  _____
Name: Randy Zwin
Title: President & Chief Executive Officer

By:  _____
Name: Steven Conner
Title: Vice President & Chief Financial Officer