

PATENT ASSIGNMENT

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Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Siemens Schweiz AG	05/06/2009
RECEIVING PARTY DATA	
Name:	Siemens Aktiengesellschaft
Street Address:	Wittelsbacherplatz 2
City:	Munich
State/Country:	GERMANY
Postal Code:	D-80333
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7098797
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ATTORNEY DOCKET NUMBER:	2004P01599
NAME OF SUBMITTER:	Ralph E. Locher
Total Attachments: 9 source=ASSign-061#page1.tif source=ASSign-061#page2.tif source=ASSign-061#page3.tif source=ASSign-061#page4.tif source=ASSign-061#page5.tif	

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ASSIGNMENT

For good and valuable consideration, **Siemens Schweiz AG**, a corporation organized and existing under the laws of Switzerland, having its principal place of business at CH-8047 Zürich (Switzerland), hereinafter individually or collectively referred to as "Assignor";

Hereby sell, assign and transfer to, **Siemens AG**, a corporation organized and existing under the laws of Germany, having its principal place of business at Wittelsbacherplatz 2; D-80333 München (Germany) hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in United States Letters Patent No. 7,098,797, issued on August 29, 2006 and

entitled: **FIRE OR OVERHEATING DETECTION SYSTEM**

and in and to said patent and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Siemens Schweiz AG

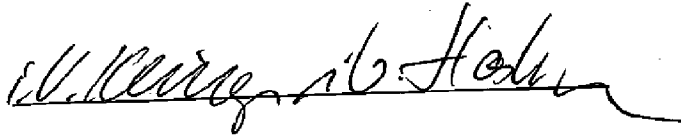
 *Dr. M. Fischer i.V. H. Kley*

Date: CH-8047 Zürich, May 6, 2009

Dr. M. Fischer H. Kley
Printed Name

Siemens Docket No. 2004P01599US
MMB Ref. No. 1867-0053

Siemens Aktiengesellschaft



Date: D-80333 München June 24, 2009

Katharina Klinger

Anna Hashuber

Printed Name

Verification of Translation

I Lorraine Warren,

an employee of

Siemens Translation Services, CIT/GSS UK, Faraday House, Sir William Siemens Square, Frimley,
Camberley GU16 8QD, United Kingdom,

declare as follows:

1. That I am well acquainted with both the English and French languages, and
2. that the attached document is a true and correct translation to the best of my knowledge and belief of:

the extract from the register of commerce required for US Patent No. 7,098,797.

Date: 04/09/08

..... L. Z. Warren

(Signature of translator)

(no witness required)

[TRANSLATION]

MERGER AGREEMENT

Registration no. 156385
Date 30 January, 2007
INPI: NATIONAL PATENTS REGISTER
Operation no. 0

BETWEEN THE UNDERSIGNED:

SIEMENS SAS, a simplified joint-stock company with a capital of €5,242,800, having its registered office at 9, Boulevard Finot, Saint-Denis (Seine-Saint-Denis), entered in the Bobigny Register of Commerce and Companies under no. 562 016 774, represented by its Chairman Mr Philippe CARLI and by its General Manager Mr Ludwig HAHN,

the aforesaid company referred in the aforesaid Agreement as "SIEMENS SAS" or the "absorbing company",

of the one part,

AND

CERBERUS, a simplified joint-stock company with a capital of €3,600,000, having its registered office at 617, rue Fourny, Zone Industrielle, Buc (Yvelines), entered in the Versailles Register of Commerce and Companies under no. 786 491 506, represented by its General Manager Mr Philippe MALTERRE,

the aforesaid company referred to in the aforesaid Agreement as "CERBERUS" or the "absorbed company",

of the other part,

2. AIM AND REASONS FOR THE MERGER

The aim of this operation is to merge and absorb into SIEMENS SAS, the regional company of the SIEMENS Group in France, the three companies in the BUILDING TECHNOLOGIES business in France, i.e. the companies LANDIS & STAЕFA (France), CERBERUS and SIEMENS FIRE & SECURITY PRODUCTS. In fact, two other merger agreements are submitted for approval at the same time as this Agreement.

5. DESCRIPTION AND VALUATION OF THE ASSETS AND LIABILITIES IT IS PLANNED TO TRANSFER

CERBERUS contributes to SIEMENS SAS, in view of the absorption of the former by the latter, under the ordinary *de facto* and *de jure* guarantees and under the conditions laid down below, all the items (assets and liabilities), rights, values and obligations, without any exceptions or reservations, constituting CERBERUS' capital.

7. CONDITIONS OF THE CONTRIBUTIONS

7.A OWNERSHIP AND USE OF THE ASSETS – TRANSFER OF THE LIABILITIES

7.A.1 Ownership and use of the assets

The absorbing company shall own and use the assets and rights of the absorbed company, including any that have been omitted, either herein or in the accounts of the absorbed company, as from the day on which such contributions become final as a result of the final execution of the merger, retroactively to 1 October 2003.

As indicated in the general declarations set out at the top of this Agreement, since the capital of the absorbed company has to be passed on in the state in which it is found on the date of execution of the merger, all asset and liability transactions in which the assets contributed may have been involved between 1 October 2003 and the date of final execution of the merger shall automatically be deemed to have been conducted for the sole account of the absorbing company benefiting from the contributions.

Drawn up in Saint-Denis in 6 originals on 1 June 2004

for
CERBERUS,
the absorbed company

for
SIEMENS SAS,
the absorbing company

[signatures and stamp]

[Handwritten] I the undersigned, Hubert WARGNY, certify that the signature affixed above is a copy of the signature of Mr CARLI.

Merger Agreement

ANNEXE 6

List of patents and trade marks

Patents:

- "flight detector", France, filing date: 6 December 1985; application no.: 8518100; publication date: 12 June 1987; publication no.: 2591372;
- "detection of fire in polluted atmosphere", France, filing date: 4 January 1988; application no.: 8800005; publication date: 7 July 1989; publication no.: 2655582;
- "suction detection", France, filing date: 3 December 1990; application no.: 9015100; publication date: 5 June 1992; publication no.: 2670010;
- "adapted dynamic discharge", France, filing date: 13 January 1992; application no.: 9200247; publication date: 23 December 1994; publication no.: 2706312;
- "fire extinguishing device dispatching an extinguishing fluid", France, filing date: 18 June 1993; application no.: 9307396; publication date: 18 August 1995; publication no.: 2706312;
- "fire or overheating detection system", France, filing date: 3 March 2003; application no.: 0302579;
- "overheating detection sensor", France, filing date: 3 March 2003; application no.: 0302583 (jointly owned at 50% with AUXITROL SA, 5 allée Charles Pathé, 18000 Bourges).

Trade Marks:

- "AlgoEvac", France, class 9, filing date: 11 October 1994, registration no.: 94539642;
- "AlgoCommand", France, class 9, filing date: 11 October 1994, registration no.: 94539641;
- "ADRESS+", France, class 9, filing date: 18 April 1995, registration no.: 95567859;
- "AlgoDad", France, class 9, filing date: 30 January 1997, registration no.: 97661340;
- "DX 3000", France, class 9, filing date: 22 March 1988, registration no.: 1456709;
- "CEMOS", France, class 9, filing date: 2 February 1998, registration no.: 1447892;
- "INTERACTIF ADRESS+", France, class 9, filing date: 9 December 1998, registration no.: 98763435;
- "MINISAS", France, class 9, filing date: 8 September 1990, registration no.: 1729882;
- "MULTISAS", France, class 9, filing date: 9 July 1991, registration no.: 1677840;
- "AUTOSAS", France, class 9, filing date: 20 November 1991, registration no.: 1706660;
- "HOTEL SUR", France, class 9, filing date: 3 February 1998, registration no.: 013123796;
- "SILOSECUR", France, classes 9 and 44, filing date: 2 July 2002, registration no.: 023171975;
- "VENTITEST", France, class 9, filing date: 10 April 1992, registration no.: 92414593.

PATENT

RECORDED: 12/11/2009

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