

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Agreement

CONVEYING PARTY DATA

Name	Execution Date
ICS TRIPLEX TECHNOLOGY LIMITED	09/29/2009

RECEIVING PARTY DATA

Name:	ICS TRIPLEX (EMEA) PLC
Street Address:	ICS HOUSE, HALL ROAD
City:	MALDON, ESSEX
State/Country:	UNITED KINGDOM
Postal Code:	CM9 4LA

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5859996
Patent Number:	7131324
Application Number:	12361603
Application Number:	12361612
Application Number:	12360225
Application Number:	12499983
Application Number:	12393431
Application Number:	12403581

CORRESPONDENCE DATA

Fax Number: (414)382-3900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-382-4463

Email: smdonahue@ra.rockwell.com

Correspondent Name: Rockwell Automation, Inc.

Address Line 1: 1201 South Second Street

Address Line 2: E-7F19 / Susan M. Donahue

501490021

PATENT
REEL: 026073 FRAME: 0250

CH \$320.00 5859996

Address Line 4: Milwaukee, WISCONSIN 53204

ATTORNEY DOCKET NUMBER:

ICS TRIPLEX ASG TRANSFER

NAME OF SUBMITTER:

Susan M. Donahue

Total Attachments: 9

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Dated 29th SEPTEMBER 2009

ICS TRIPLEX TECHNOLOGY LIMITED

ICS TRIPLEX (EMEA) PLC

AGREEMENT

**for the sale and purchase of the entire
undertaking of ICS Triplex Technology
Limited**

ADDLESHAW GODDARD

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This Agreement is made on

29th SEPTEMBER

2009

Between

- (1) **ICS Triplex Technology Limited** (No. 1017322) whose registered office is at ICS House, Hall Road, Maldon, Essex CM9 4LA (**Seller**); and
- (2) **ICS Triplex (EMEA) plc** (No. 872110) whose registered office is at ICS House, Hall Road, Maldon, Essex CM9 4LA (**Buyer**).

It is agreed

1 Definitions

In this Agreement, unless the context otherwise requires:

Assets means all the assets, contracts and rights owned or held by the Seller to be sold or transferred pursuant to this Agreement but not including the Retained Records

Business means the whole of the business and undertaking of the Seller carried on immediately prior to the Transfer Date

Business Intellectual Property means all Intellectual Property owned or used or held for use by the Seller

Business Name means "ICS Triplex Technology Limited" and the Seller's right to use such name after Completion in any style or format and/or with any other name

Completion means completion of the sale and purchase of the Business and Assets in accordance with this Agreement

Computer System means all computer hardware, software, databases, networks, printers and other information technology owned or used or held for use by the Seller

Confidential Information means all information, know-how and techniques (in whatever form held) owned, used or held for use by the Seller

Contracts means all contracts, arrangements and other commitments entered into by or on behalf of the Seller and which remain to be performed (in whole or in part) at the Transfer Date

Debts means the debts owed to the Seller as at the Transfer Date (whether or not then due and payable) including the right to receive payment for goods delivered and services rendered before the Transfer Date (whether or not an invoice has been raised)

Employees means those persons employed by the Seller whose employment is to be transferred to the Buyer under the TUPE Regulations as a consequence of this Agreement

Equipment means all fixed and loose plant and machinery, tools, motor vehicles, furniture, trade utensils and other chattels, fixtures and fittings and the fixed plant and machinery owned or used or held for use by the Seller

Goodwill means the goodwill of the Seller in connection with the Business including the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller and to use the Business Name

Intellectual Property means patents, rights in inventions, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), moral rights, topography rights and rights in confidential information (in each case for the full period thereof and all extensions and renewals thereof), applications for registration of any of the foregoing and the right to apply for any of the foregoing in each case in any part of the world and any similar rights situated in any country

Liabilities means all amounts owing by the Seller and all other liabilities and obligations of the Seller of whatever nature (including in relation to the Contracts), actual or contingent and present or future, including Tax

Licences means all licences, permits, consents, exemptions, permissions and other approvals, registrations and authorisations held by the Seller

Retained Records means all accounting, financial, Tax and other records of the Seller which the Seller is required by law to retain

Stock means all stock in trade, products in the course of production, raw materials and components for incorporation into products for sale, consumables, finished goods, goods for re-sale, work in progress and packaging material held by the Seller

Tax includes all forms of taxation, duties, levies, imposts, charges, national insurance, social security and similar contributions and rates whenever created or imposed and whether of the United Kingdom or elsewhere, including any withholding or deduction in respect of them and any penalty, fine or interest relating to any of the above

Transfer Date means 11.59 pm on 30 September 2009

Transferred Records means all accounting and financial records, promotional and sales publicity material, correspondence, books and documents and other similar materials (including customer and supplier lists and records, the Contracts and related documents), in whatever medium relating to, used or held for use in the Business or otherwise relating to the Assets, other than the Retained Records

TUPE Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended as at the date of this Agreement

VAT means Value Added Tax

VATA means the Value Added Tax Act 1994 as amended as at the date of this Agreement

VAT Records means all records of the Business required by paragraph 6 of Schedule 11 VATA to be preserved by the Seller

2 Interpretation

2.1 In this Agreement, unless the context otherwise requires:

- (a) the schedules form part of this Agreement; and
- (b) references to clauses and schedules are to clauses of, and schedules to, this Agreement respectively.

- 2.2 In this Agreement, the words "**other**", "**includes**", "**including**" and "**in particular**" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

3 Sale of the Business and Assets

- 3.1 The Seller agrees to sell and the Buyer agrees to purchase the Business as a going concern and all the Seller's interest in the Assets as at and with effect from the Transfer Date.

- 3.2 The Assets are as follows:

- (a) the Goodwill;
- (b) the Stock;
- (c) the Equipment;
- (d) the Debts;
- (e) subject to the provisions of clause 9, the benefit of the Contracts;
- (f) the Business Intellectual Property;
- (g) the Confidential Information;
- (h) the Transferred Records;
- (i) the Computer System;
- (j) the Licences;
- (k) the Business Name;
- (l) VAT and other Tax allowances and repayments arising in relation to the carrying on of the Business prior to the Transfer Date;
- (m) all of the Seller's cash in hand or in a bank;
- (n) the Seller's rights against third parties to the extent that they relate to the Business and Assets (to the extent that the Seller can grant, assign or otherwise transfer such rights), including rights in connection with guarantees, warranties and representations given by third parties concerning goods and services supplied to the Seller in the course of the Business to the extent that they relate to the Assets; and
- (o) all other assets, rights and interests of the Seller (other than the Retained Records).

4 Excluded Assets

The Retained Records are excluded from the sale and purchase pursuant to this Agreement.

5 Title

No warranty is given by the Seller in relation to its title to the Assets. The Buyer shall only acquire under this Agreement such title to the Assets as the Seller may lawfully transfer, subject to any outstanding third party rights and interests.

6 Consideration

The consideration for the sale of the Business and Assets is:

- (a) the aggregate book value of the Business and Assets to be determined between the parties as soon as practicable following the Transfer Date and to be satisfied in cash within 5 Business Days following the determination of the book value; and
- (b) the assumption by the Buyer of the Liabilities.

7 Completion

7.1 Completion shall take place with effect from the Transfer Date when all of the business referred to in clauses 7.2 shall be transacted.

7.2 At Completion the Seller shall:

- (a) permit the Buyer to assume conduct of the Business with effect from the Transfer Date; and
- (b) deliver or make available to the Buyer possession of those Assets capable of transfer by delivery and the documents of title in respect of all the Assets.

8 Business responsibility

8.1 The profit or loss of the Business from the Transfer Date shall be for the account of the Buyer.

8.2 The Buyer shall pay, discharge and satisfy all obligations and liabilities of the Business of whatever nature (including the Liabilities) and whether resulting from any act, omission, default, transaction or circumstance occurring before or after the Transfer Date, when the same fall due to be paid, satisfied or discharged.

8.3 The Buyer shall indemnify the Seller against all liabilities, losses, actions, proceedings, damages, costs, claims, demands and expenses brought or made against or suffered or incurred by the Seller arising out of or in connection with the Liabilities, the transfer of the Business, the Employees and any of the Assets.

9 Contracts

9.1 Subject to clause 9.3, the Buyer shall with effect from the Transfer Date assume the obligations of, and become entitled to the benefits of, the Seller under the Contracts and the Buyer shall carry out all the obligations and liabilities created by or arising under the Contracts, including insofar as such obligations should have been performed (in whole or in part) at or before the Transfer Date.

9.2 The Buyer shall indemnify the Seller against all liabilities, losses, actions, proceedings, damages, costs, claims, demands and expenses brought or made against or suffered or incurred by the Seller in respect of any failure by the Buyer duly to perform or comply with the terms of any of the Contracts from the Transfer Date.

9.3 If any Contract contains a prohibition on assignment or requires the consent of any third party or the satisfaction of any requirement for its assignment or novation:

- (a) the parties shall use all reasonable endeavours to obtain the relevant consent or to satisfy any such requirement as soon as reasonably practicable after Completion and

shall enter into (and shall use reasonable endeavours to procure that any third party shall enter into) any assignment or novation or similar agreements regarding that Contract in order effectively to substitute the Buyer with effect from the Transfer Date in place of the Seller as a party to that Contract;

- (b) until the relevant Contract is assigned to, novated in favour of or assumed by, the Buyer:
 - (i) the Seller shall continue in its corporate existence and shall (to the extent permitted by the Contract) hold the benefits of that Contract from the Transfer Date on trust for the Buyer absolutely;
 - (ii) the Seller shall account promptly to the Buyer for any consideration or other benefit or goods received by the Seller in relation to that Contract without any deduction; and
 - (iii) the Buyer shall perform the obligations and exercise the rights of the Seller under it as the Seller's sub-contractor.

10 Employees

The Seller and the Buyer consider that the sale of the Business and Assets under this Agreement constitutes the transfer of an undertaking for the purposes of the TUPE Regulations.

11 Post completion matters

- 11.1 Following Completion the Seller shall discontinue carrying on the Business so that the Buyer may carry on and continue the Business in succession to the Seller.
- 11.2 The Seller shall forthwith upon receipt pass all notices, correspondence, information and enquiries, and assign all orders, in relation to the Business or Assets to the Buyer.

12 Access to records

- 12.1 The Buyer shall preserve the Transferred Records that are required to be kept pursuant to statute until the expiry of the period prescribed by statute. During that period, the Buyer shall permit, on reasonable notice and during normal business hours, the Seller and/or its agents and professional advisers reasonable access to, and the right to inspect and copy, the Transferred Records (at the Seller's expense) as may be necessary for Tax and accounting purposes of the Seller but only relating to the period up to and including the Transfer Date.
- 12.2 The Seller shall preserve all Tax records forming part of the Retained Records for at least 6 years from the end of the accounting reference period of the Seller to which they relate and all other Retained Records until the expiry of the period prescribed by statute. During that period the Seller shall permit, on reasonable notice and during normal business hours, the Buyer and/or its agents and professional advisers reasonable access to, and the right to inspect and copy, the Retained Records (at the Buyer's expense) for any purpose in connection with or incidental to the Business.

13 VAT

- 13.1 The consideration in clause 6 is exclusive of VAT which shall be paid by the Buyer in addition, if applicable.

- 13.2 Without prejudice to clause 13.1, the parties nevertheless intend that the sale of the Business and Assets shall:
- (a) be treated as neither a supply of goods nor services pursuant to the provisions of Article 5 1995/1268 Value Added Tax (Special Provisions) Order 1995 (**Article 5**); and/or
 - (b) to the extent not covered by Article 5, be disregarded for VAT purposes by virtue of the fact that the Seller and the Buyer are included in a VAT group registration both under number GB 463 4752 35.

14 Assignment and third party rights

- 14.1 Unless this Agreement expressly states otherwise, no right or obligation arising under this Agreement (or any document entered into pursuant to or in connection with it) may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties.
- 14.2 References in this Agreement to a party shall, except where the context requires otherwise, include its successors in title.
- 14.3 A person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

15 General

- 15.1 Acknowledgment: Each party acknowledges that it is not entering into this Agreement (or any other document to be entered into pursuant to it) in reliance upon, and waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of, any representation, warranty, collateral contract or other assurance made by or on behalf of any other party before execution of this Agreement (except those set out in this Agreement and the documents referred to in it). Nothing in this clause shall limit or exclude any liability for fraud.
- 15.2 Further assurance: Each party shall do and execute, or arrange for the doing and executing of, any other act and document reasonably requested of it by the other party to implement and give full effect to the terms of this Agreement.
- 15.3 Waiver: No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the party granting it and has been communicated to the other party.
- 15.4 Counterparts: This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

16 Governing law and jurisdiction

- 16.1 This Agreement will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law.

16.2 Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Agreement.

Executed as a deed by the parties on the date of this Agreement.

Executed as a deed by

ICS Triplex Technology Limited

acting by a director in the presence of:

)

)

)

)

Director

Signature of witness

Name LEVECKE WESSET

Address VORSTLAAN 36 3A&

1170 BRUSSEL BELGIUM

Executed as a deed by

ICS Triplex (EMEA) plc

acting by a director in the presence of:

)

)

)

Director

Signature of witness

Name Frank Conway

Address 40 TORRINGTON DRIVE

POTTERS BAR, HERTFORDSHIRE
ENGLAND