

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Invensys Systems, Inc.		07/13/2006	CORPORATION: MASSACHUSETTS

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
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	71568053	FOXBORO
Serial Number:	71658261	D/P CELL
Serial Number:	73210632	FOXBORO
Serial Number:	73210631	FOXBORO
Serial Number:	73210633	FOXBORO
Serial Number:	73446155	INTOUCH
Serial Number:	73456103	THE SIMULATOR
Serial Number:	73476367	PIPEPHASE
Serial Number:	73508451	HEXTRAN
Serial Number:	73766055	TRICONEX
Serial Number:	73767979	CONNOISSEUR
Serial Number:	73803150	I/A SERIES
Serial Number:	73803083	I/A SERIES

CH \$1440.00 71568053

Serial Number:	73835259	THE INTELLIGENT AUTOMATION PEOPLE
Serial Number:	74001896	PRO/II
Serial Number:	74004981	WONDERWARE
Serial Number:	74165825	FOXBORO
Serial Number:	74165601	FOXBORO
Serial Number:	74165662	EXACT
Serial Number:	74168052	FOXWATCH
Serial Number:	74433690	HOT LINKS
Serial Number:	74527193	FOXBORO
Serial Number:	74534033	PROVISION
Serial Number:	74671708	WONDERWARE
Serial Number:	75125919	OPEN YIELD
Serial Number:	75170964	NETOPT
Serial Number:	75187395	AVANTIS
Serial Number:	75224760	MICRO-I/A
Serial Number:	75230557	ROMEO
Serial Number:	75296186	VISUAL FLOW
Serial Number:	75979023	SEVA
Serial Number:	75431610	FACTORYSUITE
Serial Number:	75717528	DYNSIM
Serial Number:	76009239	IASTORE.COM
Serial Number:	76126416	SIM4ME
Serial Number:	76232643	ARCHESTRA
Serial Number:	76299374	PERCEPTOR
Serial Number:	76320213	
Serial Number:	76322137	ARPM
Serial Number:	78098704	TRILOGGER
Serial Number:	78124417	SUITEVOYAGER
Serial Number:	78209501	EVERY SYSTEM IN YOUR PLANT, WORKING IN CONCERT
Serial Number:	78272111	FACTORYSUITE A2
Serial Number:	78815537	DOLPHIN
Serial Number:	78815508	DOLPHIN
Serial Number:	78676313	INFUSION
Serial Number:	78209494	A ARCHITECTURE BY ARCHESTRA
Serial Number:	78758429	FIELD STATION MICRO

Serial Number:	78632518	GET MORE FROM ONE
Serial Number:	78650870	INSQL
Serial Number:	78838977	POWEREDGE
Serial Number:	78774084	SIMSCI-ESSCOR
Serial Number:	78758438	SINGLE STATION MICRO
Serial Number:	76073458	TEAMBUY
Serial Number:	78679763	THE POWER OF SIMULATION ³
Serial Number:	78202466	SEVA
Serial Number:	78352835	SEVA

CORRESPONDENCE DATA

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
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	07/13/2006

Total Attachments: 13
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CHEESWRIGHTS

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, vice president of the corporation styled INVENSYS SYSTEMS, INC. incorporated in Massachusetts, the United States of America;

AND I DO FURTHER CERTIFY the genuineness of the signatures of CRAIG GREGORY ROBERT HOEPFL and MARIA DE LELLIS also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Craig Gregory Robert Hoepfl and Maria de Lellis, 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
10 Philpot Lane London EC3M 8BR
Tel : 020 7623 9477
Fax : 020 7623 5428

www.cheeswrights.co.uk
Canary Wharf Office
Tel : 020 7712 1565

DX 627 / London City EC3

TRADEMARK  
REEL: 003347 FRAME: 0527

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Invensys Systems, Inc. (the **Grantor**), a Massachusetts corporation whose registered address is located at 33 Commercial Street, Foxboro, Massachusetts 02035, is the owner and user of the United States registered trademarks and/or the owner of the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) that certain Common Pledge and Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) made between, amongst others, 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 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 Trademarks; 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 Pledge and Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Pledge and 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 Trademark Collateral and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark 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 Trademark Security Agreement have the meanings defined in the Pledge and Security Agreement (including by reference).

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby reconfirms the terms of the Pledge and 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 **Trademark Collateral**):

- (a) the Trademarks;

- (b) the good will of the business symbolized by the Trademarks;
- (c) the registrations and/or applications for registration of the Trademarks; and
- (d) 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 Trademarks.

Section 3. Pledge and Security Agreement and Credit Agreement

This Trademark Security Agreement has been entered into in connection with the Pledge and 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 Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Trademark Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and 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 Trademark Security Agreement.

Section 4: Governing Law

This Trademark 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

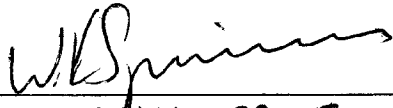
This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each of the Grantor and the Security Agent have caused this Trademark 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.

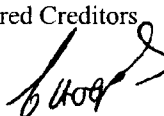

Grantor

INVENSYS SYSTEMS, INC.

By: 
Name: WILLIAM SANNEY
Title: VICE-PRESIDENT

Security Agent

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

By:  
Name: C. HOEPFEL M. DE LEERS
Title: AIP VP

SCHEDULE A

INVENSYS SYSTEMS, INC.

TRADEMARKS AND TRADEMARK APPLICATIONS

Item Number	Trademark	Registration Number	Registration Date	Application Date	Country
1.	FOXBORO Stylized Letters	526,030/71-568,053	02 November 48	06 June 50 06 June 10	US
2.	D/P CELL Stylized Letters	598,746/71-658,261	21 December 53	30 November 54 30 November 14	US
3.	FOXBORO Stylized Letters	1,169,014/73-210,632	06 April 79	15 September 81 15 September 11	US
4.	FOXBORO Stylized Letters	1,172,569/73-210,631	06 April 79	06 October 81 06 October 11	US
5.	FOXBORO Stylized Letters	1,180,534/73-210,633	06 April 79	01 December 81 01 December 11	US

6.	INTOUCH	1,319,007/73-446,155	03 October 83	12 February 85 12 February 15	US
7.	THE SIMULATOR	1,312,283/73-456,103	08 December 83	01 January 85 01 January 15	US
8.	PIPEPHASE	1,324,241/73-476,367	20 April 84	12 March 85 12 March 15	US
9.	HEXTRAN	1,399,220/73-508,451	13 November 84	01 July 86 01 July 16	US
10.	TRICONEX	1,591,747/73-766,055	28 November 88	17 April 90 17 April 10	US
11.	CONNOISSEUR	1,635,316/73-767,979	08 December 88	19 February 91 19 February 11	US
12.	I/A SERIES	1,618,495/73-803,150	30 May 89	23 October 90 23 October 10	US

13.	I/A SERIES	1,621,647/73-803,083	30 May 89	06 November 90	US
14.	THE INTELLIGENT AUTOMATION PEOPLE	1,690,516/73-835,259	31 October 89	02 June 92 02 June 12	US
15.	PRO/II	1,608,947/74-001,896	16 November 89	07 August 90 07 August 10	US
16.	WONDERWARE and Design	1,799,092/74-004,981	24 November 89	19 October 93 19 October 13	US
17.	FOXBORO	1,711,306/74-165,825	13 May 91	01 September 92 01 September 12	US
18.	FOXBORO	1,712,339/74-165,601	13 May 91	01 September 92 01 September 12	US
19.	EXACT	1,721,541/74-165,662	13 May 91	06 October 92 06 October 12	US

20.	FOXWATCH	1,916,812/74-168,052	20 May 91	05 September 95 05 September 15	US
21.	HOT LINKS	1,973,223/74-433,690	08 September 93	07 May 96 07 May 16	US
22.	FOXBORO	1,909,840/74-527,193	18 May 94	08 August 95 08 August 15	US
23.	PROVISION	1,972,230/74-534,033	06 June 94	07 May 96 07 May 16	US
24.	WONDERWARE	1,982,322/74-671,708	09 May 95	25 June 96 25 June 16	US
25.	OPEN YIELD	2,159,929/75-125,919	26 June 96	26 May 98 26 May 08	US
26.	NETOPT	2,188,308/75-170,964	25 September 96	08 September 98 08 September 08	US

27.	AVANTIS	2,188,343/75-187,395	25 October 96	08 September 98 08 September 08	US
28.	MICRO-I/A	2,339,497/75-224,760	13 January 97	11 April 00 11 April 10	US
29.	ROMEO	2,254,059/75-230,557	24 January 97	15 June 99 15 June 09	US
30.	VISUAL FLOW	2,310,204/75-296,186	22 May 97	25 January 00 25 January 10	US
31.	SEVA	2,333,903/75-979,023	23 December 97	21 March 00 21 March 10	US
32.	FACTORYSUITE	2,396,741/75-431,610	10 February 98	24 October 00 24 October 10	US
33.	DYNSIM	2,784,513/75-717,528	01 June 99	18 November 03 18 November 09	US

34.	I.ASTORE.COM and Design	2,751,639/76-009,239	24 March 00	19 August 03 19 August 09	US
35.	SIM4ME	2,687,141/76-126,416	12 September 00	11 February 03 11 February 09	US
36.	ARCHESTRA	2,743,453/76-232,643	29 March 01	29 July 03 29 July 09	US
37.	PERCEPTOR	2,578,434/76-299,374	13 August 01	11 June 02 11 June 08	US
38.	DESIGN ONLY ("apvexpress.com") Shopping Basket Design	2,576,180/76-320,213	02 October 01	04 June 02 04 June 08	US
39.	ARPM	2,664,533/76-322,137	05 October 01	17 December 02 17 December 08	US
40.	TRILOGGER	2,681,964/78-098,704	17 December 01	28 January 03 28 January 09	US

41.	SUITEVOYAGER	2,683,869/78-124,417	26 April 02	04 February 03 04 February 09	US
42.	EVERY SYSTEM IN YOUR PLANT, WORKING IN CONCERT	2,797,771/78-209,501	31 January 03	23 December 03 23 December 09	US
43.	FACTORYSUITE A ²	3014863/78/272111	09 July 03	15 November 05	US
44.	DOLPHIN	Appl. No. 78/815537	15 February 06		US
45.	DOLPHIN Stylized	Appl. No. 78/815508	15 February 06		US
46.	INFUSION	Appl. No. 78/676313	22 July 05		US
47.	ARCHESTRA (Logo)	3010474/78/209494	31 January 03	01 November 05	US
48.	FIELD STATION MICRO	Appl. No. 78/758429	21 November 05		US
49.	GET MORE FROM ONE	Appl. No. 78/632518	18 May 05		US
50.	INSQL	Appl. No. 78/650870	15 June 05		US
51.	POWEREDGE	Appl. No. 78/838977	16 March 06		US

Serial Number	Trademark Name	App. No.	Date	Country
52.	SIMSCI-ESSCOR	78/774084	15 December 05	US
53.	SINGLE STATION MICRO	78/758438	21 November 05	US
54.	TEAMBUY	2872012/76/073458	20 June 00	US
55.	THE POWER OF SIMULATION ³	78/679763	27 July 05	US
56.	THE INTELLIGENT AUTOMATION PEOPLE	1,690,516/73-835,259	31 October 89	US
57.	SEVA	78/202466	13 January 03	US
58.	SEVA	78/352835	16 January 04	US

