

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308163

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Robertshaw Controls Company		06/16/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Invensys Systems, Inc.		
<b>Street Address:</b>	33 Commercial Street		
<b>City:</b>	Foxboro		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02035		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2583162	CENTERON	
<b>Registration Number:</b>	642610	FULTROL	
<b>Registration Number:</b>	2512559	HVACSOURCE	
<b>Registration Number:</b>	690217	LEVEL-TEK	
<b>Registration Number:</b>	694221	LEVEL-TEL	
<b>Registration Number:</b>	875613	VIBRASWITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5085496295		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	508-549-6320		
<b>Email:</b>	nicole.linehan@schneider-electric.com		
<b>Correspondent Name:</b>	Nicole L. Linehan		
<b>Address Line 1:</b>	33 Commercial Street, B51-2J		
<b>Address Line 4:</b>	Foxboro, MASSACHUSETTS 02035		
<b>ATTORNEY DOCKET NUMBER:</b>	PROJECT FOX		
<b>NAME OF SUBMITTER:</b>	Nicole L. Linehan		
<b>SIGNATURE:</b>	/nll/		
<b>DATE SIGNED:</b>	06/19/2014		

CH \$165.00 2583162

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (*Assignment*) dated as of 16 June, 2014 (the *Effective Date*), is made and entered into by and among Robertshaw Controls Company, a Delaware company with an address at 191 E. North Avenue, Carol Stream, Illinois 60188 (*Assignor*) and Invensys Systems, Inc., a Massachusetts company, with an address at 33 Commercial Street, Foxboro, Massachusetts 02035 (*Assignee*).

### RECITALS:

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A to this Assignment (the *Trademarks*);

WHEREAS, pursuant to Section 2.01(b) of that certain Stock and Asset Purchase Agreement, dated as of February 4, 2014, by and between Assignor's parent company, Invensys Limited (formerly known as Invensys plc), and Fox Holdings S.à r.l. (the *Purchase Agreement*), Assignor is permitted to assign the Trademarks to Assignee.

WHEREAS Assignor now wishes to assign all of its right, title and interest in and to the Trademarks to Assignee, who wishes to accept such assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including (without limitation) the right to sue for all past, present and future infringement and dilution thereof and to settle and retain proceeds from any such actions. As of the date of this assignment, Assignee shall assume from Assignor all Retained Liabilities to the extent related to the Trademarks and shall discharge and perform such Retained Liabilities when due.
2. Cooperation. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate Government Entity. Assignor agrees to execute and deliver to Assignee, at Assignee's sole cost and expense, such further assignments and related documents with respect to the Trademarks, as Assignee shall reasonably request to vest the title to the Trademarks in the name of Assignee.
3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not

be supplemented, altered, or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

Robertshaw Controls Company

By:  \_\_\_\_\_

Name: Nicole L. Linehan

Title: Assistant General Counsel, IP and  
Authorized Signatory Designated by the Board of  
Directors to sign on behalf of Robertshaw Controls  
Company

Invensys Systems, Inc.

By:  \_\_\_\_\_

Name: Nicole L. Linehan

Title: Assistant General Counsel, IP and  
Authorized Signatory Designated by the Board of  
Directors to sign on behalf of Invensys Systems,  
Inc.

**SCHEDULE A**

MARK	COUNTRY	STATUS	APPL. NO.	REG. NO.
AUTOSTAT	Canada	Registered	231,854	103035
CENTERON	United States of America	Registered	75/909,256	2583162
FULTROL	United States of America	Registered	72/010,346	642610
GOODWATTS	Australia	Registered	1079543	1079543
GOODWATTS	Canada	Registered	1,275,829	TMA740235
GOODWATTS	European Union	Registered	4736278	4736278
GOODWATTS	New Zealand	Registered	736905	736905
HVACSOURCE	Canada	Registered	1,092,452	573020
HVACSOURCE	United States of America	Registered	76/215,085	2512559
LEVEL-TEK	United Kingdom	Registered	822638	822638
LEVEL-TEK	United States of America	Registered	72/075,355	690217
LEVEL-TEL	United States of America	Registered	72/076,427	694221
VIBRASWITCH	Japan	Registered	2003-526048	1520558
VIBRASWITCH	United Kingdom	Registered	no orig app	821131
VIBRASWITCH	United States of America	Registered	72-/313,522	875613
VIBRASWITCH (Katakana)	Japan	Registered	2003-526047	1520558