

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

12-21-1998



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached

1. Name of conveying party(ies): 11/24/98  
 SPX CORPORATION

Individual(s)                       Association  
 General Partnerships             Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Sanford Acquisition Co.  
 Internal Address: \_\_\_\_\_  
 Street Address: 30600 Telegraph Road  
Bingham  
 City: Farms State: MI ZIP: 48025

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Michigan  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: February 7, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1,137,728

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 1

5. Names and address of party to whom correspondence concerning document should be mailed:

Name: Frank B. McDonald  
 Internal Address: Dana Corporation  
P.O. Box 1000  
 Street Address: 4500 Dorr Street  
 City: Toledo State: OH Zip: 43615

7. Total fee (37 CFR 3.41) ..... \$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
04-0060 Order No. 3168  
 (Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 CH DO NOT USE THIS SPACE E

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Frank B. McDonald                      [Signature]                      11/12/98  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

## U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective the 7th day of February, 1997, by SPX Corporation ("Assignor"), a corporation organized under the laws of the State of Delaware, located and doing business at 700 Terrace Point Drive, Muskegon, Michigan 49443, to Sanford Acquisition Company ("Assignee"), a corporation organized under the laws of the State of Michigan, with registered office at 30600 Telegraph Road, Bingham Farms, Michigan 48025;

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, in the United States, whether or not applications, registrations and/or common law rights therefor (the "Marks"); and

WHEREAS, some of the trademarks listed on Schedule A have Sealed Power Corporation as the record title owner, Assignor was formerly known as Sealed Power Corporation and changed its name to SPX Corporation by certificate of ownership and merger on April 25, 1988; and

WHEREAS, pursuant to a certain Asset Purchase Agreement dated December 31, 1996, Assignee has agreed to purchase certain assets of Assignor and wishes to acquire Assignor's right, title and interest in and to the Marks in various jurisdictions throughout the world as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in United States currency and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

SPX CORPORATION,  
a Delaware corporation

*Catherine L. Sias*

By: *[Signature]*

Name: *Patricia O'Leary*

Title: *Vice President Finance, Chief Financial Officer, Treasurer*

**CATHERINE L. SIAS**  
Notary Public, Muskegon County, Michigan  
My Commission Expires May 31, 2001

SANFORD ACQUISITION COMPANY,  
a Michigan corporation

By: *[Signature]*

Name: Steven E. Keller

Title: Secretary

ROBERT M. BOGARDUS, Esq. Notary Public  
Notary Public - State of Michigan  
My commission expires on 12/31/01

*[Signature]*

Schedule A  
U.S. Trademarks

Mark: QUICKSEATER      Reg. No. 1,137,728