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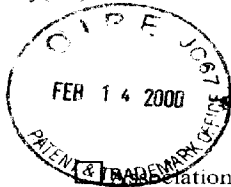
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To the Honorable Commissioner of Patent

and the attached original documents or copy thereof.

1. Name of conveying party(ies):
SPX Corporation



- Individual(s)
- General Partnership Limited Partnership
- Corporation of Delaware
- Other _____

Date of execution of attached Document: February 11, 2000
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: Hunter Engineering Company

Address: _____

Street Address: 11250 Hunter Drive

City: Bridgeton State: Missouri ZIP: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation of Missouri
- 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

B. Trademark Registration Nos. 1,006,562; 1,006,561; 443,291; 427,278; 427,238; 443,139; 883,550; 883,549

Additional numbers attached? Yes No

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

Name: John H. Weber, Esq.

Internal Address: PEPPER HAMILTON LLP

Street Address: 600 Fourteenth Street, N.W.

City: Washington State: DC ZIP: 20005-2004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0436

Atty. Dkt. No. 113267-1

(Attach duplicate copy of this page if paying by deposit account)

03/24/2000 TT0111 00000203 500436 1006562

01 FC:481 40.00 CH
02 FC:482 175.00 CH

DO NOT USE THIS SPACE

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.

John H. Weber, Esq.

February 14, 2000

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

WHEREAS, SPX Corporation (hereinafter Assignor), a corporation duly organized and existing under the laws of the state of Delaware located at 700 Terrace Point Drive, Muskegon, Michigan, is the owner of the following trademarks and United States Patent and Trademark Office registrations therefore:

<u>TRADEMARK</u>	<u>REG. NO.</u>
Miscellaneous Design ("Happy Bear")	1,006,562
BEAR	1,006,561
BEAR	443,291
BEAR	427,278
Miscellaneous Design ("Happy Bear")	427,238
Miscellaneous Design ("Happy Bear")	443,139
Miscellaneous Design ("Happy Bear")	883,550
BEAR	883,549

(hereinafter referred to as "Assignor's Trademarks");

WHEREAS, Hunter Engineering Company (hereinafter "Assignee") a corporation duly organized and existing under the laws of the state of Missouri, located at 11250 Hunter Drive, Bridgeton, Missouri, is desirous of using Assignor's Trademarks in the United States in association with wheel balancers, wheel aligners and on-car brake lathes (hereinafter "Hunter Equipment"); and

WHEREAS, Assignor intends to retain its right to use Assignor's Trademarks in the United States in association with lifts, racks and diagnostic vehicle equipment and software; and

WHEREAS, Assignor intends to retain its right to use Assignor's Trademarks in association with the service of providing repair and service of wheel balancers, lifts, racks, wheel aligners, tire

changers and lathes.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, right, title and interest in and to Assignor's Trademarks, for use in association with wheel balancers, wheel aligners and on-car brake lathes to be held and enjoyed by Assignee for its own use and enjoyment until termination of the service agreement entered into between the Assignor and Assignee (hereinafter "Service Agreement") at which time Assignee's rights in Assignor's Trademarks revert back to Assignor (the Service Agreement is hereby incorporated by reference), with no right to grant to any third party any rights in and to Assignor's Trademarks.

IN TESTIMONY WHEREOF, Assignor has caused its name to be assigned and its seal affixed, by its duly authorized officer, this 11th day of February, 2000.

SPX CORPORATION

Signature:



Name:

Christopher J. Kearney
(printed or typewritten)

Title:

Vice President