



03-21-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

03-12-2001

RECORDED



U.S. Patent & TMOfo/TM Mail Rcpt Dt. #57

101642616

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Copes-Vulcan, Inc.

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

Date of execution of attached Document: September 2, 2000

Additional name(s) of conveying party(ies) attached?

Yes No 3-12-01

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

Name: General Signal Corporation
Street Address: 700 Terrace Point Drive, Muskegon, Michigan

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation Delaware
- 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
- Security Agreement
- Other _____
- Merger
- Change of Name

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

B. Trademark Registration Nos.: 1449281; 1228163; and 1297380

Additional numbers attached? Yes No

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

Name: John H. Weber

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: 3

7. Total fee (37 CFR 3.41)..... \$ 90.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0436

Atty. Dkt. No.: 114271.86

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

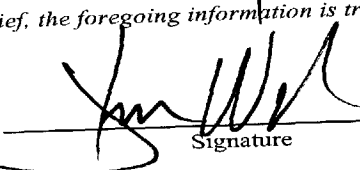
DO NOT USE THIS SPACE

90E

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
Name of Person Signing


Signature

March 12, 2001
Date

Total number of pages comprising cover sheet: 1

03/20/2001 TDIAZ1 00000063 1449281

01 FC:481
02 FC:482

40.00 OP
50.00 OP

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Assignment"), dated as of September 20, 2000, by and among Copes-Vulcan, Inc., a Delaware corporation ("U.S. Assignor") and Copes Vulcan Limited, a company organized under the Companies Act of England and Wales (the "U.K. Assignor" and, together with U.S. Assignor, the "Assignors"), in favor of General Signal Corporation, a Delaware Corporation ("U.S. Assignee") and General Signal UK LTD., a company organized under the Companies Act of England and Wales ("U.K. Assignee" and, together with U.S. Assignee, the "Assignees").

WITNESSETH

WHEREAS, pursuant to the Asset Purchase Agreement (the "Purchase Agreement"), executed and dated as of August 30, 2000, Assignors have sold to Assignees the Purchased Assets relating to the Business (as the capitalized terms are defined in the Purchase Agreement);

WHEREAS, Assignors own all right, title and interest in and to the trademarks and trade name listed on the attached Schedule A (collectively the "Marks") related to the Business, the pending application for federal and foreign registration and federal and foreign registrations therefor, and the goodwill developed through use of the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignors are required to assign, transfer and convey all of their right, title and interest in the Marks to Assignees.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. U.S. Assignor does hereby assign, transfer and convey to U.S. Assignee, and U.K. Assignor does hereby assign, transfer and convey to U.K. Assignee, (a) all right, title and interest in and to the Marks it owns as identified in Schedule A, all pending applications for federal and foreign registration and federal and foreign registrations therefor, the goodwill appurtenant thereto, and (b) the right to recover for damages and profits for past and future infringements thereof, the Marks to be held and enjoyed by Assignees for their own use and behalf and for use and behalf of their successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment not been made.

2. Recording of Title. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignors have trademark registrations or pending trademark applications, to issue and to record the title of Assignees as

owner of all right, title and interest in and to the Marks identified in Schedule A, it being agreed and understood by the parties hereto that Assignors have no obligation to record this Assignment or to obtain certificates of registration in Assignees' name, that being Assignees' responsibility.

3. Amendment. No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective.

7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Trademark Assignment on this 2nd day of September, 2000.

COPEES-VULCAN, INC.

By: Milo R. Evans
Name: Milo R. Evans
Title: Vice President

COPEES VULCAN LIMITED

By: Milo R. Evans
Name: Milo R. Evans
Title: Vice President

ACKNOWLEDGMENT

General Signal Corporation and General Signal UK Ltd., the Assignees, hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the Marks.

GENERAL SIGNAL CORPORATION

By: _____
Name:
Title:

GENERAL SIGNAL UK LTD.

By: _____
Name:
Title:

[Trademark Assignment]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Trademark Assignment on this ___ day of September, 2000.

COPEES-VULCAN, INC.

By: _____
Name:
Title:

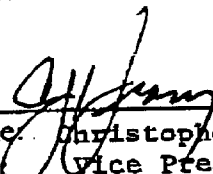
COPEES VULCAN LIMITED

By: _____
Name:
Title:

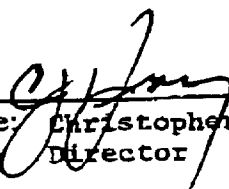
ACKNOWLEDGMENT

General Signal Corporation and General Signal UK Ltd., the Assignees, hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the Marks.

GENERAL SIGNAL CORPORATION

By: 
Name: Christopher J. Kearney
Title: Vice President, Secretary and General Counsel

GENERAL SIGNAL UK LTD.

By: 
Name: Christopher J. Kearney
Title: Director

[Trademark Assignment]

MARK	SERIAL NO. REG. NO.	FILING DATE/ REG. DATE	COUNTRY	STATUS
<i>114271-81</i> COPE-S-VULCAN & GLOBE DESIGN	401,882	May 16, 1988	TAIWAN	REGISTERED
<i>114271-79</i> HUSH	1,297,380	September 25, 1984	U.S.A.	REGISTERED
RAVEN				Application in Progress

COPE-S-VULCAN LIMITED ACTIVE TRADEMARKS

MARK	SERIAL NO. REG. NO.	FILING DATE/ REG. DATE	COUNTRY	STATUS
LEVELITE	527,069	January 15, 1993	Benelux	REGISTERED
LEVELITE	VR 4167 1993	June 11, 1993	Denmark	REGISTERED
LEVELITE	2,049,681	November 16, 1993	Germany	REGISTERED
<i>114271-86</i> LEVELITE	668,157	February 1, 1998	Italy	REGISTERED

SCHEDULE A

COPEES-VULCAN, INC. ACTIVE TRADEMARKS

MARK	SERIAL NO./ REG. NO.	FILING DATE/ REG. DATE	COUNTRY	STATUS
114271-100 CAV-B9	1,449,281	July 28, 1987	U.S.A.	REGISTERED
99 COPEES	321,595	December 29, 1976	INDIA	REGISTERED
98 COPEES	405,032	November 19, 1962	SPAIN	REGISTERED
97 COPEES	401787	May 16, 1988	TAIWAN	REGISTERED
75 COPEES	1,037,655	August 26, 1977	U.K.	REGISTERED
COPEES-DESIGN	1,331,380	November 18, 1985	FRANCE	REGISTERED
94 COPEES-VULCAN	760,266,867	November 12, 1985	BRAZIL	REGISTERED
93 COPEES-VULCAN	206,218	April 4, 1975	CANADA	REGISTERED
92 COPEES-VULCAN	289,340	July 12, 1980	INDIA	REGISTERED
91 COPEES-VULCAN	1,666,075	March 22, 1984	JAPAN	REGISTERED
90 COPEES-VULCAN	1,920,941	July 4, 1997	JAPAN	REGISTERED
89 COPEES-VULCAN	182,659	August 2, 1973	MEXICO	REGISTERED
88 COPEES-VULCAN	296,045	August 16, 1994	SOUTH KOREA	REGISTERED
87 COPEES-VULCAN	321,764	September 12, 1995	SOUTH KOREA	REGISTERED
85 COPEES-VULCAN	939,382	October 28, 1985	SPAIN	REGISTERED
84 COPEES-VULCAN	939,383	November 4, 1985	SPAIN	REGISTERED
83 COPEES-VULCAN	812,207	October 19, 1994	U.K.	REGISTERED
82 COPEES-VULCAN	1,228,163	February 22, 1983	U.S.A.	REGISTERED
83 COPEES-VULCAN	9,828 and 9,829	March 17, 1993	VIETNAM	REGISTERED

81-Copess Vulcan's Globe Designs