

03-21-2001



OVER SHEET
ONLY



101644152

03-09-2001

To the Honorable Commissioner of Patents and Trademarks. PLEASE record the attached original

U.S. Patent & TMO/TM Mail Rpt Dt. #25

1. Name of conveying party(ies):
Carfel, Inc.

39.01

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

Date of execution of attached Document: Signed by assignor
January 31, 2001; signed by assignee February 2, 2001

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

3. Nature of conveyance:

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

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

Name: Filtran Aftermarket Products

Street Address: 875 Seegers Road, Des Plaines, Illinois 60016

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/735,926 and 75/623,382

B. Trademark Registration No. 2,275,289; 2,075,966; 1,173,921; 2,277,133

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: 6

7. Total fee (37 CFR 3.41)..... \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Atty Dkt. Nos: 114302.1

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

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

Name of Person Signing

Signature

March 9, 2001

Date

Total number of pages comprising cover sheet: 1

03/20/2001 TD1A21 00000123 75735926
01 FC:481
02 FC:482

40.00 OP
125.00 OP
TRADEMARK
REEL: 002254 FRAME: 0287

SCHEDULE A

TRADEMARKS

Trademark	Reg. No./Serial No.
BRYCO CARFEL INC.	Reg. No. 2,275,289
GOLD STAR	Reg. No. 2,075,966
CYCLE CRAFT and design	Reg. No. 1,173,921
PRO SELECT	App. No. 75/735,926
SEALSAVER	App. No. 75/623,382
CARFEL	Reg. No. 2,277,133

CH02/22104949.2



TRADEMARK ASSIGNMENT

03-09-2001

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #26

THIS TRADEMARK ASSIGNMENT, made by and between Carfel, Inc., a Florida corporation (“Assignor”) and Filtran Aftermarket Products, an Illinois general partnership (“Assignee”).

WHEREAS, SPX Corporation, a Delaware corporation (“SPX”), Assignor and the shareholders of Assignor have entered into that certain Asset Purchase Agreement, dated as of January 5, 2001 (the “Purchase Agreement”);

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of February 5, 2001, SPX assigned to Assignee all of its right, title and interest in and to the Purchase Agreement;

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, whether or not applications, registrations and/or common law rights therefor (the “Marks”);

WHEREAS, Assignee wishes to acquire Assignor’s right, title and interest in and to the Marks as listed on 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, for 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 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; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

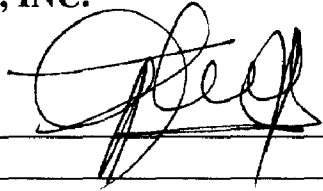
Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This Trademark Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 5th day of February, 2001.

CARFEL, INC.



By: _____
Its: _____

FILTRAN AFTERMARKET PRODUCTS

By: SPX Corporation
Its: General Partner

By: _____
Its: _____

Subscribed and Sworn to Before Me this 2 day of February, 2001.

Subscribed and Sworn to Before Me this _____ day of _____, 2001.



Notary Public
My commission expires: _____

Notary Public
My commission expires: _____



Adam J Silverman
My Commission CC836682
Expires May 13, 2003

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 5th day of February, 2001.

CARFEL, INC.

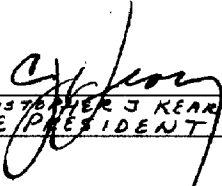
By: _____
Its: _____

Subscribed and Sworn to Before Me
this _____ day of _____, 2001.


Notary Public
My commission expires: _____

FILTRAN AFTERMARKET
PRODUCTS

By: SPX Corporation
Its: General Partner

By: 
Its: CHRISTOPHER J KEARNEY
VICE PRESIDENT

Subscribed and Sworn to Before Me
this 31st day of January, 2001.



Notary Public
My commission expires: 01-18-04

DIANA L COLEMAN
Notary Public, Muskegon County, MI
My Commission Expires Jan 18, 2004