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AMT-100US

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TRADEMARK ONLY

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101681250

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

1. Name of conveying party(ies): Prestolite Electric Incorporated

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

Additional name(s) of conveying party(ies) attached?     YES     NO

3. Nature of Conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: 8/4/2000

2. Name and address of receiving party(ies):  
Name: AMETEK, Inc.  
Street Address: 37 North Valley Road, Building 4  
Street Address: P.O. Box 1764  
City: Paoli, State: PA ZIP: 19301-0801

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

If Assignee is not domiciled in the United States,  
a domestic representative designation is attached:     YES     NO  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?     YES     NO

4. Application number(s) or registration number(s):  
If this document is being filed together with a new application, the execution date of the application is:  
A. Trademark Application Number(s) \_\_\_\_\_ B. Trademark Registration No.(s) 1,864,567

Additional number(s) attached?     YES     NO

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

Internal Address: Ratner & Prestia

Street Address: Suite 301, One Westlakes, Berwyn, P.O. Box 980

City: Valley Forge State: PA ZIP: 19482-0980

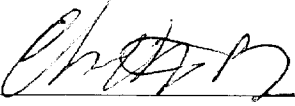
6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41):    \$ Previously paid  
 Enclosed                      (See Attached)  
 Authorized to be charged to deposit account

8. Deposit account number: 18-0350 40E  
(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.*

Christopher R. Lewis                                            April 5, 2001  
Name of Person Signing                      Signature                      Date

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

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:  
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**Box Assignments**  
**Washington, D.C. 20231**

12-28-2000

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U.S. DEPARTMENT OF COMMERCE  
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11-29-00

U.S. Patent & TMO/TM Mail Rpt Dt. #11

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

1. Name of conveying party(ies): Prestolite Electric  
Incorporated

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

Additional name(s) of conveying party(ies) attached?  YES  NO

3. Nature of Conveyance:

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

Execution Date: 8/2000

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- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
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- Other \_\_\_\_\_

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P.O. Box 980

City: Valley Forge State: PA ZIP: 19482-0980

6. Total number of applications and registrations involved: \_\_\_\_\_

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

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- Authorized to be charged to deposit account

8. Deposit account number: 18-0350

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

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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.

Christopher R. Lewis  
Name of Person Signing

Signature

November 29, 2000  
Date

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

OMB No. 0651-0011 (exp. 4/94)

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Washington, D.C. 20231

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## ASSIGNMENT OF TRADEMARKS

Pursuant to an Asset Purchase Agreement dated as of August 4, 2000 (the "Agreement"; terms defined in the Agreement and not otherwise defined herein shall have the same meaning when used herein), by and between AMETEK, INC., a Delaware corporation ("Buyer") and PRESTOLITE ELECTRIC INCORPORATED, a Delaware corporation (the "Seller"), providing, among other things, for the sale by Seller to Buyer of the assets, properties and rights of Seller comprising the Acquired Assets (as defined in the Agreement) related to, used in or comprising the Business, other than the Excluded Assets, Seller has agreed to sell, convey, transfer and deliver to Buyer, its successors and assigns, all right, title and interest of Seller in, to and under all trademarks, trademark registrations and applications therefor used in the conduct of the Acquired Business, including, without limitation, those trademarks and trademark registrations set forth on Schedule A hereto (such trademarks and trademark registrations and all other trademarks, trademark registrations and applications required to be assigned to Buyer pursuant to the Agreement being hereinafter called the "Assigned Trademarks").

NOW THEREFORE, Seller, for and in consideration of One Dollar (\$1.00), the mutual promises contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, for itself, its successors and assigns, hereby sells, assigns and transfers to Buyer and its successors and assigns, all right, title and interest in and to the trademarks and trademark registrations set forth on Schedule A hereto and the goodwill of the business associated therewith. Seller also assigns to Buyer, its successors and assigns, the right to claim for any and all damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for the use and enjoyment of Buyer and its successors and assigns.

Seller agrees, at any time and from time to time after delivery hereof, upon Buyer's request, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, conveying and confirming to Buyer, or to its successors and assigns, of, or for obtaining the benefits of, any or all of the Assigned Trademarks.

Nothing herein contained shall be deemed to release Seller in any way from any of its obligations under the Agreement other than those performed by this instrument, or shall affect in any way the respective rights and obligations of Buyer and Seller as set forth in the Agreement.

This instrument shall be binding on Seller and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed  
by its duly authorized officer on August 4, 2000.

PRESTOLITE ELECTRIC INCORPORATED

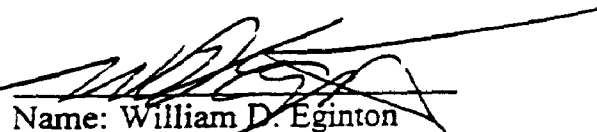
By: 

Name: Kenneth C. Cornelius

Title: Sr. Vice President, Chief Financial Officer  
and Secretary

AGREED TO AND ACCEPTED BY:

AMETEK, INC.

By: 

Name: William D. Eginton

Title: Vice President

3 1 3

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NOW THEREFORE, Seller, for and in consideration of One Dollar (\$1.00), the mutual promises contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, for itself, its successors and assigns, hereby sells, assigns and transfers to Buyer and its successors and assigns, all right, title and interest in and to the trademarks and trademark registrations set forth on Schedule A hereto and the goodwill of the business associated therewith. Seller also assigns to Buyer, its successors and assigns, the right to claim for any and all damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for the use and enjoyment of Buyer and its successors and assigns.


Seller agrees, at any time and from time to time after delivery hereof, upon Buyer's request, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, conveying and confirming to Buyer, or to its successors and assigns, of, or for obtaining the benefits of, any or all of the Assigned Trademarks.

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PRESTOLITE ELECTRIC INCORPORATED

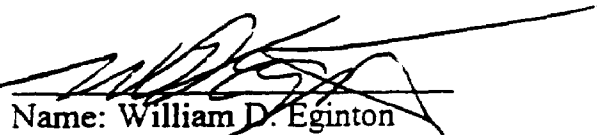
By: 

Name: Kenneth C. Cornelius

Title: Sr. Vice President, Chief Financial Officer  
and Secretary

AGREED TO AND ACCEPTED BY:

AMETEK, INC.

By:   
Name: William D. Eginton  
Title: Vice President

APPENDIX B TO SCHEDULE 2.1.9

Trademarks and Service Marks

<u>Docket No.</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Status</u>
31540US01	United States	74/141705	2/25/1991	1673329	1/28/1992	Accu-Charge Control	Registered
31545US01	United States	74/343198	12/24/1981	1228318	2/22/1983	Accu-Charger	Registered
31792US01	United States	75/300138	5/29/1997	2276445	9/7/1999	Accustar	Registered
31535US01	United States	74/055274	5/3/1990	1791313	9/7/1993	Battery-Mate	Registered
31551US01	United States	74/201022	9/5/1991	1749306	1/26/1993	CDAC	Registered
891041	Great Britain	1235137	2/6/1985	1235137	2/6/1985	HB & Design	Registered
31547US01	United States	74/430495	8/30/1993	1864567	11/29/1994	Powerbridge	Registered
31793US01	United States	75/300139	5/29/1997	2276446	9/7/1999	Powsys	Registered
31794US01	United States	75/300140	5/29/1997			Terminator	Filed
31541US01	United States	74/421135	8/6/1993	1870437	12/27/1994	Ultra Charge	Registered

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31540US01	United States	74/141705	2/25/1991	1673329	1/28/1992	Accu-Charge Control	Registered
31545US01	United States	74/343198	12/24/1981	1228318	2/22/1983	Accu-Charger	Registered
31792US01	United States	75/300138	5/29/1997	2276445	9/7/1999	Accustar	Registered
31535US01	United States	74/055274	5/3/1990	1791313	9/7/1993	Battery-Mate	Registered
31551US01	United States	74/201022	9/5/1991	1749306	1/26/1993	CDAC	Registered
891041	Great Britain	1235137	2/6/1985	1235137	2/6/1985	HIB & Design	Registered
31547US01	United States	74/430495	8/30/1993	1864567	11/29/1994	Powerbridge	Registered
31793US01	United States	75/300139	5/29/1997	2276446	9/7/1999	Powsys	Registered
31794US01	United States	75/300140	5/29/1997			Terminator	Filed
315411US01	United States	74/421135	8/6/1993	1870437	12/27/1994	Ultra Charge	Registered