

07-09-2001

TRADEMARK ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-3-01

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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) 75/300,140

B. Trademark Registration No.(s) 1222318, 1673329, 2276445, 1791313, 2276446, 1749306, 1870,437

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): \$ 215.00 ^{check # 18670}
 Enclosed (1 @ \$40.00, 7 @ \$25.00)
 Authorized to be charged to deposit account

8. Deposit account number: 18-0350
(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
Name of Person Signing

Signature

Date

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

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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

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>
315401US01	United States	74/141705	2/25/1991	1673329	1/28/1992	Accu-Charge Control	Registered
315451US01	United States	74/343198	12/24/1981	1228318	2/22/1983	Accu-Charger	Registered
317921US01	United States	75/300138	5/29/1997	2276445	9/7/1999	Accustar	Registered
315351US01	United States	74/055274	5/3/1990	1791313	9/7/1993	Battery-Mate	Registered
315511US01	United States	74/201022	9/5/1991	1749306	1/26/1993	CDAC	Registered
8911041	Great Britain	1235137	2/6/1985	1235137	2/6/1985	HIR & Design	Registered
315471US01	United States	74/430495	8/30/1993	1864567	11/29/1994	Powerbridge	Registered
317931US01	United States	75/300139	5/29/1997	2276446	9/7/1999	Powsys	Registered
317941US01	United States	75/300140	5/29/1997			Terminator	Filed
315411US01	United States	74/421135	8/6/1993	1870437	12/27/1994	Ultra Charge	Registered