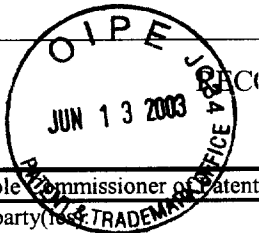


06-27-2003



6-13-03



To the Honorable Commissioner of Patent

inal documents or copy thereof.

102484710

1. Name of conveying party(ies):

Name: SPX Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation: Delaware  
 Corporation of Canada  
 Other

Date of execution of attached Document: September 31, 2000

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

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

Name: SPX Development Corporation

Street Address: 13515 Ballantyne Corporate Place

City: Charlotte State/Country: North Carolina ZIP: 28277

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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 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)

B. Trademark Registration Number(s): 939,781

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: BAKER & HOSTETLER, LLP  
 Washington Square, Suite 1100  
 1050 Connecticut Avenue, N.W.  
 Washington DC 20036-5304

6. Total number of applications and registrations involved: ..... 1

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 50-2036

Atty. Dkt. No.: 87345-0090

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

06/26/2003 DBYRME 00000096 939781  
 01 FE:8521 40.00 DP

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.*

Kenneth H. Oh            June 10, 2003  
 Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet:

## ASSIGNMENT

**WHEREAS**, SPX Corporation, a corporation duly organized and existing under the laws of the state of Delaware, located at 700 Terrace Point Drive, Muskegon, Michigan 49443 (hereinafter "Assignor"), is the owner of the following trademarks and United States Patent and Trademark Office registrations therefor and/or applications to register same:

CCD/WIN Reg. No. 2,096,729; KENT-MOORE Reg. No. 520,758; KENT-MOORE Reg. No. 650,045; KENT-MOORE Reg. No. 263,496; PORTA-TOOL Reg. No. 1,122,596; SENTINEL Reg. No. 1,980,759; SMART ENGINE ANALYZER Reg. No. 1,453,713; SMART SCOPE Reg. No. 1,190,487; TACH-N-TIME Reg. No. 1,330,685; TEL-A-MATIC Reg. No. 741,948; TRU-TOE Reg. No. 748,423; VACUCHECK Reg. No. 2,029,560; TTK-TOLEDO TRANS-KIT Reg. No. 1,984,971; OTC Reg. No. 984,907; OTC Reg. No. 992,782; OTC Reg. No. 992,814; OTC Reg. No. 994,271; OTC SERVICE TOOLS Reg. No. 1,241,811; OTC HYTEC Reg. No. 1,189,120; OTC POWER TEAM Reg. No. 1,154,582; ADJUSTA GRIP Reg. No. 778,480; DUALMASTER Reg. No. 787,100; EQUALIFT Reg. No. 1,769,699; FOUR IN ONE Reg. No. 1,243,965; FOUR IN ONE Reg. No. 1,570,460; FOUR IN ONE Reg. No. 1,819,691; HEAVYWEIGHT Reg. No. 1,345,595; LIFETIME MARATHON WARRANTY Reg. No. 1,750,993; MOTOR-ROTOR Reg. No. 789,632; VANGUARD Reg. No. 716,805; VANGUARD JR. Reg. No. 837,522; POWER TEAM Reg. No. 1,754,845; POWER TEAM Reg. No. 1,521,541; BOOSTER-PAC Reg. No. 987,336; GRIP-O-MATIC Reg. No. 790,292; LOAD-ROTOR Reg. No. 814,810; QUARTER HORSE Reg. No. 1,851,302; POWER TWIN Reg. No. 795, 105; PUSH-PULLER Reg. No. 779,422; ROLL-BED Reg. No. 816,382; ROLL-BED Reg. No. 956,467; HYTEC, Reg. No. 994,638; ROBINAIR Reg. No. 674,169; ROBINAIR Reg. No. 676,939; ROBINAIR Reg. No. 685,110; ROBINAIR Reg. No. 957,170; DIAL-A-CHARGE Reg. No. 694,227; SMART CART Reg. No. 1,498,159; ENVIRO-CHARGE Reg. No. 1,741,144; ENVIRO-GUARD 1,723,766; VACUMASTER Reg. No. 1,679,171; OTC Reg. No. 1,186,418; OTC Reg. No. 1,196,686; OTC Reg. No. 1,245,052; OTC Reg. No. 1,345,665; POWER TEAM Reg. No. 1,241,810; POWER TEAM Reg. No. 1,227,349; POWER TEAM Reg. No. 1,155,270; POWER TEAM Reg. No. 1,036,630; APT Reg. No. 2,075,608; ADVANCED PERFORMANCE TECHNOLOGY Reg. No. 2,111,891; VALUE IMPROVEMENT PROCESS Reg. No. 2,317,375; CONTECH Reg. No. 2,318,371; TASKTAMERS Reg. No. 2,325,932; PORTABRAKE Reg. No. 779,834; OPEN-THROAT Reg. No. 941,031; NOZLRATER Reg. No. 941,962; OTC Reg. No. 994,968; POSI-CHECK Reg. No. 1,139,382; SLIM TWINS Reg. No. 779,423; OPEN-THROAT Reg. No. 939,881; OPEN-THROAT Reg. No. 1,048,887; THE REVOLVER Reg. No. 1,164,397; SPX Appln No. 75-620,763; DEALER EQUIPMENT SPX Appln No. 75-596817; MINDREADER Appln No. 75-656,965; OTC GTI SOFTWARE Appln No. 75-619,003; COOLTECH Appln No. 75-651,262; FILTRAN Appln No. 75-537,776; and MILLER SPECIAL TOOLS Appln No. 75-768,918.

(hereinafter referred to collectively as "Assignor's Marks"); and

**WHEREAS**, SPX Development Corporation, a corporation duly organized and existing

under the laws of the state of Delaware, located at 700 Terrace Point Drive, Muskegon, Michigan

49443 (hereinafter "Assignee") is desirous of acquiring Assignor's Marks;

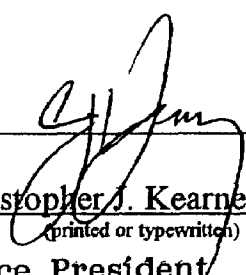
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, the entire right, title and interest in and to Assignor's Marks, and any and all United States Patent and Trademark Office registrations therefor and/or applications to register same as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assignor's Marks may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Assignor's Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

**IN TESTIMONY WHEREOF**, Assignor has caused it's name to be signed below, this

31st day of July, 2000.

SPX CORPORATION

Signature:



Name:

Christopher J. Kearney  
(printed or typewritten)

Title:

Vice President