

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Transformer Controls Company		06/16/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Qualitrol Corporation
Street Address:	1385 Fairport Road
City:	Fairport
State/Country:	NEW YORK
Postal Code:	14450
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	0760331	QUALITROL

CORRESPONDENCE DATA	
Fax Number:	(585)232-2152
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	585-231-1386
Email:	hsmith@hselaw.com
Correspondent Name:	Stephen B. Salai
Address Line 1:	1600 Bausch & Lomb Place
Address Line 4:	Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	85924.000006
--------------------------------	--------------

NAME OF SUBMITTER:	Holly M. Smith
---------------------------	----------------

Total Attachments: 4 source=eiv05000#page1.tif source=eiv05000#page2.tif source=eiv05000#page3.tif source=eiv05000#page4.tif

CH \$40.00 0760331

MAY. 19. 2004 3:33PM

DANAHER CORPORATION

NO. 4424 P. 2

ASSIGNMENT

This Agreement made this 19 day of May, 2004 by and between Power Transformer Controls Company (PTCC), a Delaware corporation, and Qualitrol Corporation (Qualitrol), a New York corporation, WITNESSETH:

WHEREAS, PTCC has conveyed certain intellectual property rights to Qualitrol in an agreement dated June 16, 2003 and now wishes to confirm such conveyance with respect to the specific trademarks and trademark registrations listed in Appendix A attached hereto;

NOW THEREFORE, PTCC does hereby, sell, assign and transfer to Qualitrol Corporation all of those trademarks and service marks and trademark and service mark registrations listed in Appendix A together with the goodwill associated with the mark.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by duly authorized representatives as follows:

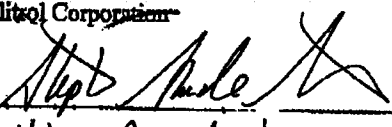
Power Transformer Controls Company

Dated: May 19, 2004

By: 
Its. James M. Ditkoff
Vice President

Qualitrol Corporation

Dated: 5/19/04

By: 
Its. Vice President

APPENDIX A

QUALITROL CORPORATIONQualiTROL TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Next Renewal</u>	<u>Trademark</u>
421,549	United States	06/04/06	QUALIGAGE
184,332	Canada	08/01/99	QUALIGAGE
8,927,736	Great Britain	07/08/89	QUALIGAGE
901,900	United States	10/27/90	QUALITHERM
184,333	Canada	08/01/99	QUALITHERM
927,735	Great Britain	07/08/89	QUALITHERM
757,754	United States	10/01/03	QualiTROL (and design)
63,416	Austria	01/13/89	QualiTROL
115,758	Belgium	unlimited duration	QualiTROL
40,312	Benelux	05/26/88	QualiTROL
A300622	Australia	09/20/97	QualiTROL (word)
A300623	Australia	09/20/97	QualiTROL (la- bel)
1,063,629	France & Italy	06/29/88	QualiTROL
862,257	Germany	08/08/88	QualiTROL
927,737	Great Britain	07/08/89	QualiTROL
117,397	New Zealand	10/27/97	QualiTROL
77,854	Norway	11/20/89	QualiTROL
126,521	Sweden	02/28/89	QualiTROL
234,655	Switzerland	08/22/88	QualiTROL
760,331	United States		Qualitrol

23

FOREIGN TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Country</u>	<u>Trademark</u>
38282	China	QUALITROL
38283	China	QualiTROL (and design)
38278	China	QualiGAGE
38279	China	QualiTHERM

Power Transformer Controls Company
Qualitrol Corporation
Action by Unanimous Written Consent of Directors

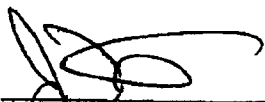
The undersigned, being all of the members of the Boards of Directors of Power Transformer Controls Company ("PTCC"), a Delaware corporation, and Qualitrol Corporation ("Qualitrol"), a New York corporation, hereby adopt the following resolutions by unanimous written consent this 16th day of June, 2003:

WHEREAS, PTCC owns certain intellectual properties (the "IP"), which are licensed to and used in the business of Qualitrol, including, but not limited to, foreign and domestic patents and patent applications, copyrights and copyright applications, trademarks, trade names and service marks, trademark registrations and applications, trade rights, inventions, discoveries, improvements, designs, patterns, processes, formulae, trade secrets, proprietary rights and data, ideas, know-how, and assignable licenses, but excluding goodwill, going concern value, workforce-in-place, and other similar intangible assets with indefinite useful-lives; and

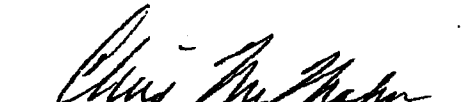
WHEREAS, Qualitrol wishes to purchase, and PTCC wishes to sell, all such IP owned by PTCC:

RESOLVED That, PTCC shall sell, assign and convey to Qualitrol all of the aforementioned IP now owned by PTCC, with effect from July 1, 2003, in consideration of the attached Installment Note from Qualitrol to PTCC in the amount of \$91,571,955, which bears interest at a rate of 8% per annum, and which is due and payable on June 30, 2022; and the license agreement between PTCC and Qualitrol with respect to that IP shall terminate as of that date.

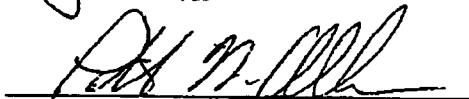
RESOLVED That, as soon as practicable after June 30, 2003, Qualitrol's royalty obligation to PTCC for the first six months of 2003 shall be determined and added to the unpaid royalties receivable recorded on PTCC's December 31, 2002, balance sheet. The total amount of Qualitrol's royalty obligations to PTCC through June 30, 2003, shall thereafter be payable to PTCC on demand, with interest accruing from that date on the unpaid balance at the prime interest rate reported in the *Wall Street Journal* and compounded on December 31 of every year.



James H. Ditkoff



Christopher C. McMahon



Patrick W. Allender