



11-28-2003



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

<p>1. Name of conveying party(ies): SPX CORPORATION</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation of Delaware <input type="checkbox"/> Other</p> <p>Date of execution of attached Document: November 19, 2003</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: SPX Development Corporation</p> <p>Address: 13515 Ballantyne Corporate Place</p> <p>City: Charlotte State/Country: NC ZIP: 28277</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation of Delaware _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration Number(s): 2,749,354, 2,751,747, and 2,757,893</p> <p>C. Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: John H. Weber</p> <p>Internal Address: BAKER & HOSTETLER LLP Washington Square, Suite 1100 1050 Connecticut Avenue, N.W. Washington, D.C. 20036-5304</p>	<p>6. Total number of applications and registrations involved:..... 1</p> <p>7. Total fee (37 CFR 3.41)..... \$90.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-2036</p> <p>Atty. Dkt. No.: 87296.00001</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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02 FC:8522 50.00 OP

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

November 24, 2003
Date

Total number of pages comprising cover sheet:

QUARTERLY INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, this Assignment is made between SPX Corporation, a Delaware corporation having offices at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (the "Company") and SPX Development Corporation, a Delaware corporation having offices at 13515 Ballantyne Corporate Place, Charlotte, NC 28277 ("DevCorp");

WHEREAS, the Company, to the best of its information and belief is the owner of the entire right, title and interest in and to the trade secrets and know-how created and used by the Company, in connection with the Company's business during the calendar quarter, July 1, 2003 to September 30, 2003, along with the trademarks, both registered and unregistered, the trademark applications, the trade names, both registered and unregistered, the trade name applications, the patents and patent applications, if any, all identified in the accompanying schedule (hereinafter "IP Rights"); and

WHEREAS, DevCorp is desirous of acquiring all of the Company's IP Rights together with that part of the goodwill of the business connected with the use of and symbolized by the relevant IP Rights;

NOW, THEREFORE, in consideration of the issuance by DevCorp to the Company of 100 shares of common stock, par values \$.01 per share, of DevCorp, which shares represent 100% of the outstanding capital stock of DevCorp at the time of issuance, the receipt and sufficiency whereof is hereby acknowledged, the Company and DevCorp agree as follows:

1. The Company hereby assigns, transfers and conveys unto DevCorp its entire right, title and interest in, to and under the IP Rights together with the right of DevCorp to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Company in all matters related thereto.

2. The Company agrees to take such further action and execute upon the request of DevCorp such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and perfect all rights of DevCorp under this Assignment, and said documents shall include any and all documents necessary to register, in the name of DevCorp, the assignment of each of the IP Rights assigned hereunder.

In testimony whereof, the Company has signed below, by its duly authorized legal representative, to be effective as of October 1, 2003.

SPX CORPORATION

By:  _____

Typed Name: Christopher J. Kearney

Title: Vice President

Date: November 19, 2003

SCHEDULE

I. Trade Secrets and Know-How:

All trade secrets and know-how created and used by the Company during the calendar quarter July 1, 2003 to September 30, 2003.

II. Trademarks:

BACKLIGHT; USPTO Trademark Registration No.: 2,749,354; Registration dated August 12, 2003;

{GEAR & BEARING PULLER}; USPTO Trademark Registration No.: 2,751,747; Registration dated August 19, 2003; and

OTC STINGER & DESIGN; USPTO Trademark Registration No.: 2,757,893; Registration dated September 2, 2003.

III. Patents:

U.S. Patent Number **6,603,394**; Issued August 5, 2003;

U.S. Patent Number **6,604,292**; Issued August 12, 2003;

U.S. Patent Number **6,612,460**; Issued September 2, 2003;

U.S. Patent Number **6,615,493**; Issued September 9, 2003;

U.S. Patent Number **6,616,126**; Issued September 9, 2003;

U.S. Patent Number **6,617,857**; Issued September 9, 2003;

U.S. Patent Number **6,621,185**; Issued September 16, 2003;

U.S. Patent Number **6,622,109**; Issued September 16, 2003;

U.S. Patent Number **6,629,054**; Issued September 30, 2003; and

U.S. Patent Number **6,629,055**; Issued September 30, 2003.