

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Filtran Aftermarket Products		09/05/2005	General Partnership:
RECEIVING PARTY DATA			
Name:	Filtran Aftermarket Products, Inc.		
Street Address:	6155 Brent Drive		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43611		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76582654	BRYCO	
Serial Number:	75349289	CARFEL	
Serial Number:	73241416	CYCLE CRAFT	
Serial Number:	76630399	PROSELECT	
Serial Number:	76241873	TTK	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 861-1500		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	Judy Penny		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 4:	washington, DISTRICT OF COLUMBIA 20036-5304		
NAME OF SUBMITTER:	Ellen K. Burke		

CH \$140.00 76582654

Signature:

/ekb/

Date:

09/14/2005

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Filtran Aftermarket Products, an Illinois general partnership, having a place of business at 875 Seegers Road, Des Moines, Illinois 60016 (hereinafter "Assignor"), owns the entire right, title and interest in and to the following trademarks, trademark registrations and trademark applications attached hereto as Schedule A (hereinafter "Assignor's Trademarks");

AND WHEREAS, Filtran Aftermarket Products, Inc., an Ohio corporation, having a place of business at 6155 Brent Drive, Toledo, Ohio 43611 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Assignor's Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, the entire right, title and interest in and to Assignor's Trademarks, 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; together with all claims for damages by reason of past infringement of the Assignor's Trademarks 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;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this present, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid trademarks to be assigned by its duly authorized officer.

**FILTRAN AFTERMARKET PRODUCTS,
a general partnership
(Assignor)**

By: **SPX Corporation
a general partner**

By: *Ross B. Bricker*
Ross B. Bricker
Senior Vice President, Secretary
And General Counsel

Date: September 5, 2005

-and-

FILTRAN AFTERMARKET PRODUCTS, INC.
(Assignee)

By: Ross B. Bricker
Ross B. Bricker, Secretary

Date: September 5, 2005

STATE OF North Carolina
COUNTY OF Gaston) SS:

On this 5th day of September, 2005, before me personally appeared Ross B. Bricker, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Susan J. Baker
Notary Public

My commission expires May 13, 2009

SCHEDULE A

UNITED STATES TRADEMARKS

<u>Trademark</u>	<u>Reg. No./ Appl. No.</u>	<u>Reg. Date / Appl. No.</u>
BRYCO	76/582,654	03/23/2004
BRYCO CARFEL, INC.	2,275,289	09/07/2004
CARFEL	2,277,133	09/14/1999
CYCLE CRAFT & DESIGN	1,173,921	10/20/1981
PROSELECT (STYLIZED)	76/630,399	02/07/2005
PROSELECT		
TTK	2,617,455	09/10/2002