

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																																					
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TRADEMARK
REEL: 003272 FRAME: 0662

Registration Number:	2011667	DUKANE
Registration Number:	1015678	DUKANE
Registration Number:	1007816	DUKANE
Registration Number:	1691242	PROCARE 2000
Registration Number:	2610182	RESICARE

CORRESPONDENCE DATA

Fax Number: (203)373-2181

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-373-2895

Email: trademark@corporate.ge.com

Correspondent Name: Catherine Mennenga

Address Line 1: 3135 Easton Turnpike

Address Line 4: Fairfield, CONNECTICUT 06828

ATTORNEY DOCKET NUMBER:	GENCSUS - MEG CAMPBELL
NAME OF SUBMITTER:	Catherine Mennenga
Signature:	/catherine mennenga/
Date:	03/20/2006

Total Attachments: 10

source=Assignment from SPX Holding et al to GENCSUS - US#page1.tif
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DOMESTIC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 22nd day of March, 2005 ("Effective Date"), is from SPX Corporation, a Delaware corporation ("SPX"), Edwards Systems Technology, Inc., a Connecticut corporation ("EST"), GSBS Development Corporation, a Delaware corporation ("GSBS"), Ziton (Pty) Limited, a corporation organized under the laws of the Republic of South Africa ("Ziton"), SPX Canada Partner II Co., an unlimited liability company organized under the laws of Nova Scotia ("SPX Canada Partner II"), SPX Canada, an Ontario general partnership ("SPX Canada"), Maxivox Inc., a corporation organized under the laws of Quebec ("Maxivox"), SPX Australia Pty. Ltd., a corporation organized under the laws of Australia (together with SPX, EST, GSBS, Ziton, SPX Canada Partner II, SPX Canada and Maxivox, the "Assignors") to GENCSUS, Inc., a Delaware corporation ("Assignee").

WHEREAS, the Assignors and General Electric Company ("GE") and General Electric Canada previously entered into that certain Purchase and Sale Agreement dated as of November 15, 2004 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, one or more of the Assignors owns the entire right, title and interest in and to the registered trademarks and trademark applications listed on Schedule A together with the goodwill of the business associated therewith (collectively, the "Assigned Marks"); and

WHEREAS, Assignee is purchasing the Assignors' business to which the Assigned Marks pertain, and such business is ongoing and existing; and

WHEREAS, Assignors are assigning to Assignee the entire right, title and interest in and to the Assigned Marks pursuant to the Purchase Agreement, and the Purchase Agreement requires the execution of this Assignment.

NOW THEREFORE, for and in consideration of the sum of US \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignors hereby sell, assign and transfer to Assignee any of Assignors' entire right, title and interest in and to the Assigned Marks, whether statutory or common law rights, together with the goodwill connected with and symbolized by the Assigned Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, to, if and as applicable, the end of the term or terms for which the Assigned Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity)

and the right to sue, counterclaim, and recover for past, present and future infringement, dilution or other violation or unauthorized use of the rights assigned or to be assigned under this Assignment.

2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
3. Assignors hereby request the U.S. Commissioner of Patents and Trademarks to record this Assignment as to the Assigned Marks.
4. If any term or provision of this Assignment is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Marks are owned by Assignors, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
6. Upon reasonable request by Assignee, Assignors will execute additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned Marks set forth herein, and to vest in Assignee Assignors' entire right, title, and interest in and to the Assigned Marks together with the goodwill connected with and symbolized by the Assigned Marks.
7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

SPX CORPORATION

By: Paul F. Hally
Name: Paul F. Hally
Title: Attorney-in-Fact

SPX CANADA PARTNER II CO.

By: Paul F. Hally
Name: Paul F. Hally
Title: Attorney-in-Fact

SPX CANADA

By: Paul F. Hally
Name: Paul F. Hally
Title: Attorney-in-Fact

EDWARDS SYSTEMS TECHNOLOGY, INC.

By: Paul F. Hally
Name: Paul F. Hally
Title: Attorney-in-Fact

GSBS DEVELOPMENT CORPORATION.

By: Paul F. Hally
Name: Paul F. Hally
Title: Attorney-in-Fact

ZITON (PTY) LIMITED

By: Paul F. Hally
Name: Paul F. Hally
Title: Attorney-in-Fact

MAXIVOX INC.

By: _____

Name: _____

Title: _____

SIGNED by Paul E. Hall)
as attorney for SPX AUSTRALIA)
PTY LTD under power of attorney)
dated March 23, 2005 in the)
presence of:)

[Signature])
Signature of witness)

DANIEL T. LADENBERGER)
Name of witness (block letters))

[Signature])
By executing this agreement the)
attorney states that the attorney has)
received no notice of revocation of)
the power of attorney)

Accepted and agreed to by:

GENERAL ELECTRIC COMPANY

By: 

Name: Scott Seeley

Title: Authorized Person

GENERAL ELECTRIC CANADA

By: 

Name: Scott Seeley

Title: Authorized Person

GENCSUS, INC

By: 

Name: Scott Seeley

Title: Authorized Person

TRADEMARK

REEL: 003272 FRAME: 0668

STATE OF New York)
COUNTY OF New York) :SS

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of SPX Corporation, as his/her act and deed, and the free act and deed of himself.

Kevin Keenan
Notary Public:
My commission expires:

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

STATE OF New York)
COUNTY OF New York) :SS

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of SPX Canada Partner IS Co., as his/her act and deed, and the free act and deed of himself.

Kevin Keenan
Notary Public:
My commission expires:

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

STATE OF New York)
COUNTY OF New York) :SS


The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of SPX Canada, as his/her act and deed, and the free act and deed of himself.

Kevin Keenan
Notary Public:
My commission expires:

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

STATE OF New York)
COUNTY OF New York) :ss

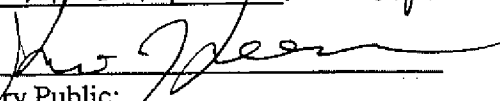
The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of Edwards Systems as his/her act and deed, and the free act and deed of himself. Technology, Inc.


Notary Public:
My commission expires:

STATE OF New York)
COUNTY OF New York) :ss

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of GSBS Development as his/her act and deed, and the free act and deed of himself. corporation


Notary Public:
My commission expires:

STATE OF New York)
COUNTY OF New York) :ss

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005


The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of ZITON (PTY) Limited as his/her act and deed, and the free act and deed of himself.


Notary Public:
My commission expires:

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

STATE OF New York)
COUNTY OF New York) :SS


The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of Maxivox Inc., as his/her act and deed, and the free act and deed of himself.


Notary Public:
My commission expires:

STATE OF New York)
COUNTY OF New York) :SS

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2006


The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul F. Hally of SPX Australia Pty Ltd., as his/her act and deed, and the free act and deed of himself.


Notary Public:
My commission expires:

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2006

STATE OF New York)
COUNTY OF New York) :SS


The foregoing instrument was acknowledged before me this 23 day of March, 2005, by W. Scott Seeley of General Electric Company, as his/her act and deed, and the free act and deed of himself.


Notary Public:
My commission expires:

STATE OF New York)
COUNTY OF New York) :SS

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

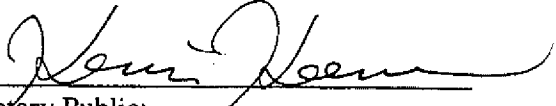
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Notary Public:
My commission expires:

STATE OF New York)
COUNTY OF New York) :SS

KEVIN T. KEENAN
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No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by W. Scott Seeley of GENCSUS, Inc., as his/her act and deed, and the free act and deed of himself.


Notary Public:
My commission expires:

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
STARCARE	US	Registered	76/009,362	24-Mar-00	2,705,060	08-Apr-03
PROCARE 2000	US	Registered	74/090,540	23-Aug-90	1,691,242	09-Jun-92
RESICARE	US	Registered	75/779,628	20-Aug-99	2,610,182	20-Aug-02
DUKANE	US	Registered	76/414,663	03-Jun-02	2,831,331	13-Apr-04
STARCALL	US	Registered	74/707,389	10-Jul-95	2,063,933	20-May-97
PROCARE 6000	US	Registered	75/127,750	01-Jul-96	2,065,141	27-May-97
DUKANE	US	Registered	74/705,009	24-Jul-95	2,011,667	29-Oct-96
SMARTSYSTEM	US	Registered	74/343,949	28-Dec-92	1,840,133	14-Jun-94
DUKANE	US	Registered	73/011,412	21-Jan-74	1,015,678	15-Jul-75
D LOGO	US	Registered	73/011,413	21-Jan-74	1,001,989	21-Jan-75
DUKANE	US	Registered	73/015,604	11-Mar-74	1,007,816	01-Apr-75
DUKANE	US	Registered	72/422,643	27-Apr-72	996,312	22-Oct-74
D LOGO	US	Registered	72/430,919	26-Jul-72	986,355	18-Jun-74
STARCALLFUSION	US	Pending	76/499,218	20-Mar-03		
MATCHMAKER IP	US	Pending	76/603,252	21-Jul-04		
MESSAGEMAKER IP	US	Pending	76/603,251	21-Jul-04		