

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
Yuba Heat Transfer LLC		12/07/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SPX Heat Transfer Inc.		
Street Address:	2121 North 161st East Ave.		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3315141	ECOLAIRE	
Registration Number:	3322139	ECOLAIRE	
Registration Number:	3315140	ECOLAIRE	
Registration Number:	3322138	ECOLAIRE	
Registration Number:	2768538	HEMILOK	
Registration Number:	2480400	Y	
Registration Number:	1405267	YUBA	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	John H. Weber		
Address Line 1:	1050 Connecticut Avenue NW		
Address Line 2:	Washington Square, Suite 1100		

CH \$190.00 3315141

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 087295.001097

NAME OF SUBMITTER: Kelu Lu Sullivan

Signature: /kls/

Date: 12/18/2009

Total Attachments: 7

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ASSIGNMENT

ASSIGNMENT, dated December 7, 2009 (the "Assignment"), by and between Yuba Heat Transfer LLC, a Delaware limited liability company ("Assignor"), and SPX Heat Transfer Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor, Assignee, Connell Limited Partnership, a Delaware limited partnership ("Parent"), and, solely as guarantor of the obligations of Buyer up to and through consummation of the Closing, SPX Corporation, a Delaware corporation, are parties to the Purchase Agreement, dated November 2, 2009 (the "Purchase Agreement");

WHEREAS, the Parties now desire to carry out the intent and purpose of the Purchase Agreement by, among other things, Assignor's execution and delivery to Assignee of this Assignment;

WHEREAS, this Assignment is made, executed and delivered pursuant to and in accordance with the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee, and Assignee agreed to acquire from Assignor, all Company Intellectual Property Rights;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made and made in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Pursuant to Section 2.1 of the Purchase Agreement and subject to the terms and conditions set forth in the Purchase Agreement, Assignor does hereby assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Company Intellectual Property Rights, including, but not limited to, the patents, trademarks, domain names, software licenses and other Company Intellectual Property Rights set forth on Schedule A attached hereto.

2. If Assignee shall consider or be advised that any documents, deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable (a) to vest, perfect or confirm ownership (of record or otherwise) in Assignee or its Affiliates, as applicable, its right, title or interests in, to or under any or all of the Company Intellectual Property Rights or (b) otherwise to carry out this Assignment, the parties shall execute and deliver such additional documents, deeds, bills of sale, instruments, conveyances, assignments and assurances and take such further actions as may be reasonably required to in order to vest, perfect or confirm any and all right, title and interest in, to and under such Company Intellectual Property Rights in Assignee or its Affiliates, as applicable.

3. This Assignment shall be governed by and construed in accordance with the laws of the state of Delaware without giving effect to the principles of conflicts of law.

4. This Assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns, effective upon delivery of original signature pages or electronic or facsimile copies thereof executed by each party.

5. Notwithstanding anything herein to the contrary, no representation or warranty is made with respect to the effect on or result to any of the Company Intellectual Property Rights as a result of the Execution and Consummation Events, including the execution and delivery of this Assignment and the consummation and performance of the transactions contemplated hereby.

6. This Assignment shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns. Any rights or remedies of Assignee or any of its successors and assigns under this Assignment, and all rights and remedies of Assignee with respect to the assignment of the Company Intellectual Property Rights shall be as set forth in and subject to the terms and conditions of the Purchase Agreement.

7. Each party acknowledges that each party has been represented by counsel in connection with this Assignment and the transactions contemplated herein. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Assignment against the drafting party has no application and is expressly waived.

8. For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute one agreement.

9. Except as expressly defined herein, capitalized terms used in this Assignment shall have the meaning ascribed to them in the Purchase Agreement.

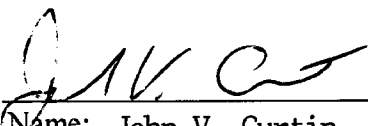
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date above first written.

YUBA HEAT TRANSFER LLC

By: Connell Limited Partnership, its sole member

By: Connell Industries, Inc., its General Partner

By: 
Name: John V. Curtin
Title: Vice President

ACKNOWLEDGED AND ACCEPTED:

SPX HEAT TRANSFER INC.

By: _____
Name:
Title:

[signature page to Assignment]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date above first written.

YUBA HEAT TRANSFER LLC

By: Connell Limited Partnership, its sole member

By: Connell Industries, Inc., its General Partner

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

SPX HEAT TRANSFER INC.

By:  _____
Name: Kevin C. Kelly
Title: Vice President & Secretary

[signature page to Assignment]

SCHEDULE A

Patents:

Title	Jurisdiction	Patent No.
Heat Closure Apparatus for Heat Exchanger	U.S.	4,846,262
Heat Closure Apparatus for Heat Exchanger	Canada	1,282,056
Heat Exchanger	U.S.	5,518,066
Finned Tube Protector	U.S.	3,934,645

Trademarks:

Mark	Jurisdiction	Application No.	Registration No.
ECOLAIRE	European Union	005096771	n/a
ECOLAIRE	U.S.	76/652,754	3,315,141
ECOLAIRE	U.S.	76/662,377	3,322,139
ECOLAIRE (Stylized)	European Union	005096854	n/a
ECOLAIRE (Stylized)	U.S.	76/652,752	3,315,140
ECOLAIRE (Stylized)	U.S.	76/662,376	3,322,138
HEMILOK	European Union	005099387	005099387
HEMILOK	U.S.	75/803,892	2,768,538
Y & Design (Globe)	European Union	005096871	005096871
Y & Design (Globe)	U.S.	75/592,764	2,480,400
YUBA	European Union	005096722	005096722
YUBA	U.S.	73/536,635	1,405,267

Domain Names:

1. www.yuba.com
2. www.ecolaireyuba.com
3. www.yht.com
4. www.yubaheat.com
5. www.hemilok.com
6. www.yubauk.com
7. www.yubala.com
8. www.yuba-heat.com

9. www.feedwaterheater.com
10. www.yubaheattransfer.com
11. www.yubaheattransferllc.com
12. www.yubaservices.com

Software Licenses:

1. ABRA Payroll / HR
2. Adept document management
3. Ansys (Finite Element Analysis)
4. AutoCad Inventor Series
5. Autodesk Developer Network
6. Dundas Chart for SharePoint
7. eMaint
8. Esprit (CAM)
9. FAS (Fixed Asset)
10. HTRI (shell & tube thermal design)
11. Microsoft Developer Network (MSDN)
12. Microsoft Exchange
13. Microsoft Office Professional
14. Microsoft Office Sharepoint Server
15. Microsoft Project
16. Microsoft Server
17. Microsoft SQL Server
18. Microsoft Visio
19. Microsoft Visual Studio
20. Microsoft Windows

21. Microsoft Windows Terminal Server
22. RCS (sheel & tube mechanical design)
23. Symantec Backup Exec for SharePoint Portal
24. Symantec Backup Exec server
25. Symantec End Point Protection
26. Syteline ERP
27. Watchguard Firebox security
28. Finglow (pressure vessel software)

Other:

1. Patent License Agreement between MRI, NREL and Ecolaire, dated June 8, 1998