

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
COMMONWEALTH SPRAGUE CAPACITOR, INC.		01/18/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EATON CORPORATION		
Street Address:	1111 SUPERIOR AVENUE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2885714	AUTOVAR	
CORRESPONDENCE DATA			
Fax Number:	(216)479-7015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-523-4131		
Email:	DANIELSKALKA@EATON.COM		
Correspondent Name:	DANIEL S. KALKA		
Address Line 1:	1111 SUPERIOR AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114		
NAME OF SUBMITTER:	DANIEL S. KALKA		
Signature:	/DANIEL S. KALKA/		
Date:	01/28/2005		

CH \$40.00 2885714

Total Attachments: 1

900018725

**TRADEMARK
 REEL: 003018 FRAME: 0141**

ASSIGNMENT OF TRADEMARK

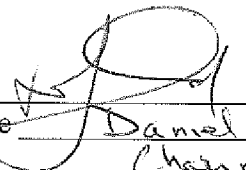
Commonwealth Sprague Capacitor, Inc., a Delaware corporation, having a principal place of business at 1560 Curran Highway, North Adams, Massachusetts ("ASSIGNOR"), is the owner of and has adopted, used and is using the trademark "AUTOVAR", U.S. Reg. No. 2,885,714, ("Mark"). Assignor warrants that it is the sole and exclusive owner of the Mark, and that the Mark is free and clear of any and all liens and encumbrances and restrictions of any nature, and that ASSIGNOR has full power and authority to assign the Mark.

Eaton Corporation, an Ohio corporation, having a principal place of business at 1111 Superior Avenue, Cleveland, Ohio 44114 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the Mark, acquiring the goodwill of the business in which the Mark is used, and completing certain transactions between ASSIGNOR and ASSIGNEE.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR from ASSIGNEE, ASSIGNOR: (1) hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, all right, title and interest in and to the Mark together with the goodwill of the business in which the Mark is used, and, together with and including all rights of enforcement with respect thereto, all choses in action related thereto, all rights of action from confusingly similar marks, all rights to claims for such relief as may be appropriate including claims for damages by reason of past or future infringement or adverse use thereof, and all rights to sue, collect or recover for the same; and (2) agrees to, upon request of ASSIGNEE, at ASSIGNEE's cost and expense, execute all rightful oaths, assignments, and powers of attorney, and do all reasonable acts, which may be necessary and proper to carry out the intent and purpose of this Assignment of Trademark.

IN WITNESS WHEREOF, each of ASSIGNOR AND ASSIGNEE have caused this Assignment of Trademark to be duly executed and delivered by their respective duly authorized representatives as of the date first written above.

**COMMONWEALTH SPRAGUE
CAPACITOR, INC.**

By: 
Name: Daniel J. Caricchio, Jr.
Title: Chairman

**ACCEPTED BY:
EATON CORPORATION**

By: 
Name: Earl R. Franklin
Title: Vice President and Secretary