

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/03/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vokes Limited		07/03/2008	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	SPX Air Filtration Limited
Street Address:	Farrington Road
Internal Address:	Burnley
City:	Lancashire
State/Country:	UNITED KINGDOM
Postal Code:	BB11 5SY
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1222373	VOKES

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216 586 7231
 Email: mwilkes@jonesday.com, pcyngier@jonesday.com
 Correspondent Name: Meredith M. Wilkes
 Address Line 1: 901 Lakeside Avenue
 Address Line 2: JONES DAY
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 560255-115359-VOKES

DOMESTIC REPRESENTATIVE

900116801

**TRADEMARK
 REEL: 003858 FRAME: 0291**

CH \$40.00 1222373

Name: Meredith M. Wilkes
Address Line 1: 901 Lakeside Avenue
Address Line 2: JONES DAY
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Meredith M. Wilkes
Signature:	/Meredith M. Wilkes/
Date:	09/24/2008

Total Attachments: 7
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DATED

3 July 2008

TRADEMARK AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of 3 July 2008, by and between Vokes Limited, a company incorporated under the laws of England and Wales, registration number 671542 ("Vokes") and SPX Air Filtration Limited, a company incorporated under the laws of England and Wales, registration number 04928454 ("Licensee/Assignee").

Each individually a "Party" and together the "Parties".

WITNESSETH

WHEREAS, by a Stock Purchase Agreement dated 28 May 2008 between SPX Corporation, a Delaware corporation, and Goldcup S 3974 AB, a Swedish corporation (the "SPA"), Goldcup S 3974 AB purchased the entire issued share capital of SPX Air Filtration Limited, a company incorporated under the laws of England and Wales, registration number 4928454. SPX Air Filtration Limited is the holding company for all the entities set forth on Exhibit A to the SPA.

WHEREAS, Vokes is the owner of the trademark VOKES and has used the mark (and is using the mark) in association with the business of sourcing, assembling, marketing, distributing and selling fluid filtration and separation products, including but not limited to fuel filtration, lubricating oil filtration, liquid coalexcers, oil mist eliminators and insulating fluid treatment systems and associated repair or replacement components for all of the foregoing (hereinafter the "Fluid Filtration Products") and in association with the business of sourcing, assembling, marketing, distributing and selling static, atmospheric air filtration components, products and systems for buildings and structures, industrial processes, equipment and applications and medical processes, as well as scratch, thermal and UV resistant coatings for plastic parts and surfaces (hereinafter the "Air Filtration Products");

WHEREAS, Vokes is the registered proprietor of the registrations for the VOKES trademarks which are set forth on Exhibit A and Exhibit B for use in association with goods in, inter alia, international classes 6, 7, 11, 12 and 17 (hereinafter the "VOKES Trademark Registrations").

WHEREAS, Licensee/Assignee wishes to own the trademark VOKES for use in association with Air Filtration Products and to take a partial assignment of those portions of the VOKES Trademark Registrations related to Air Filtration Products which are set out in (or covered by) the classifications in international class 11;

WHEREAS, the Parties believe that, because of the differences between the customers and trade channels between Fluid Filtration Products and Air Filtration Products, the goodwill associated with the trademark VOKES used in association with the Fluid Filtration Products and the Air Filtration Products is distinct and separate between the two product groups thereby avoiding any likelihood of confusion as a result of the two independent Parties separately owning and using the trademark VOKES for Fluid Filtration Products and Air Filtration Products respectively; and

NOW, THEREFORE, in consideration of the above premises and for the consideration set forth in the SPA and the respective representations, warranties, covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Certain Defined Terms.** As used in this Agreement, the terms below will have the following meanings. Any of the terms, unless the context otherwise requires, may be used in the singular or plural, depending on the reference.

(a) “Affiliate” has the meaning ascribed to it under the SPA.

(b) “Assignor” means in relation to the Partially Assigned Trademarks, Vokes.

(c) “Partially Assigned Trademarks” means the Vokes Trademarks set forth on Exhibit A hereto in relation to the goods listed in international class 11 for each of the Vokes Trademark Registrations.

(d) “Licensed Trademarks” means the Vokes Trademarks set forth on Exhibit B hereto in relation to the goods listed in international class 11 for each of the Vokes Trademark Registrations.

(e) “Licensed Trademark Territory” means Norway and South Africa.

(f) “Licensor” means in relation to the Licensed Trademarks, Vokes.

(g) “Territory” means the world.

(h) “Trademark” means VOKES AIR or anything derivative thereof or similar thereto whether in plain words, stylised words, figurative form, in combination with a logo or represented in any way howsoever.

1.2 **Other Defined Terms.** The following terms shall have the meanings defined for such terms in the clauses set out below:

(a) “Fluid Filtration Products” Recitals.

(b) “Air Filtration Products” Recitals.

(c) “VOKES Trademark Registrations” Recitals.

ARTICLE 2

ASSIGNMENT AND LICENSE

2.1 **Assignment.** Assignor hereby assigns to Licensee/Assignee with full title guarantee absolutely the Partially Assigned Trademarks together with all goodwill relating thereto that has derived prior to the date of this Agreement from the use of the Partially Assigned Trademarks in relation to the Air Filtration Products.

2.2 **License.** Licensor grants to the Licensee/Assignee an exclusive, fully paid-up, irrevocable license with the right to sub-license to use the Licensed Trademarks in the Licensed Trademark Territory in the manufacture, promotion, distribution, sale or other disposal of the Air Filtration Products, together with all goodwill relating thereto.

2.3 **Restrictions on Use.** Licensee/Assignee will only use the Partially Assigned Trademarks and the Licensed Trademarks in the form of the Trademark and in relation to the Air Filtration Products.

2.4 **Assignment of Goodwill.** Licensor hereby assigns to Licensee/Assignee any and all goodwill that has derived prior to the date of this Agreement from the use of the Licensed Trademarks in relation to the Air Filtration Products.

ARTICLE 3

PROCEEDINGS

3.1 **Right to bring Proceedings.** The assignment set forth in clause 2.1 shall include the right for the Licensee/Assignee to bring proceedings against any third party in respect of the Partially Assigned Trademarks including proceedings against any third party for infringement of the Partially Assigned Trademarks or for passing off or for otherwise infringing the rights of the Licensee/Assignee in the Partially Assigned Trademarks or relating to the goodwill therein.

3.2 **Notification.** Licensor and Licensee/Assignee shall promptly notify the other of any actual or suspected infringement within the Licensed Trademark Territory of the Licensed Trademarks that comes to its attention.

3.3 **Enforcement.** Upon notification by Licensee/Assignee that the actual or suspected infringement relates to or impacts upon the rights granted to Licensee under the license granted in clause 2.2, Licensor may take, but is not obligated to take, such action as is required by Licensee/Assignee within the time period specified by Licensee/Assignee in its request. If Licensor does not take action within the time period specified by Licensee/Assignee or notifies Licensee/Assignee that it will not take any such action, Licensee/Assignee shall have the right to take such action as, in its sole discretion, it deems appropriate to terminate the infringement or misappropriation of the Licensed Trademark through negotiation, litigation and/or alternative dispute resolution. Licensee/Assignee shall have the right to settle such an action in its sole discretion and Licensee/Assignee shall retain any recovery of damages or account of profits.

3.4 **Assistance.** Vokes undertakes to provide the Licensee/Assignee at the Licensee/Assignee's request with all assistance reasonably required by Licensee/Assignee in relation to any proceedings which may be brought by or against the Licensee/Assignee against or by any third party in relation to the Partially Assigned Trademarks and the Licensed Trademarks and the Licensee/Assignee shall pay Vokes' reasonable costs and expenses, including legal fees, of doing so.

ARTICLE 4

FURTHER ASSURANCE

4.1 **Assurance.** Vokes undertakes that, at the reasonable request and cost of the Licensee/Assignee, it will execute any deeds or documents or do any acts or things necessary or desirable to give effect to this assignment and license which shall include the execution of any deeds or documents or the performance of any acts or things necessary to cause Licensee/Assignee to record its License/Assignment at the trademark registry in question.

ARTICLE 5

TRADEMARK APPLICATIONS AND REGISTRATIONS

5.1 **Applications by Licensee/Assignee.** Licensee/Assignee may apply for registrations for the Trademark in relation to the Air Filtration Products or any other goods which fall within international class 11 in the Territory.

5.2 **No Objection.** Vokes undertakes that it will not oppose or in any way object to any application for the Trademark made by the Licensee/Assignee, provided always that the application for the Trademark is in the form of the Trademark and is in relation to the Air Filtration Products or any other goods which fall within international class 11.

5.3 **Consent.** Vokes undertakes that, on the request of the Licensee/Assignee and within the time reasonably specified by the Licensee/Assignee in its request, it will consent in writing to the to the registration of a Trademark, provided always that the application for the Trademark is in the form of the Trademark and is in relation to the Air Filtration Products or any other goods which fall within international class 11. It shall be in the sole discretion of the Licensee/Assignee to determine whether consent is required.

5.4 **Restrictions on Vokes.** Vokes undertakes that it will not apply for any trademark registration anywhere in the Territory for the word VOKES or any trademark which contains the word VOKES or anything similar thereto or otherwise use the word VOKES anywhere in the Territory in relation to the Air Filtration Products or any other goods which fall within international class 11.

5.5 **Maintenance.** Licensor shall take all steps to maintain the Licensed Trademarks and Licensee/Assignee shall provide, at the reasonable request and expense of Licensor, any assistance that is reasonably required to maintain the Licensed Trademarks.

5.6 **Assignment.** If at any time Licensor decides to surrender either or both of the Licensed Trademarks or allow the Licensed Trademarks to lapse, it shall first notify Licensee/Assignee of its decision and at the request of Licensee/Assignee shall assign the Licensed Trademark(s) in full to Licensee/Assignee.

5.7 **Validity.** Licensee/Assignee shall promptly notify Licensor of any challenge to the validity of any of the Licensed Trademarks and Licensor shall take such action as is required by Licensee at the sole discretion of Licensee to maintain the Licensed Trademark in question as valid.

ARTICLE 6

ASSIGNMENT

6.1. **Assignment.** Licensee/Assignee may assign its rights and obligations under the license set forth in clause 2.2 in whole or in part.

ARTICLE 7

WARRANTY

7.1. **Ownership.** Vokes warrants that it is the owner of the Partially Assigned Trademarks and the Licensed Trademarks.

ARTICLE 8

BINDING

8.1. **Affiliates etc.** This Agreement is binding on Affiliates of the Parties and all licensees, successors and assigns of the Parties. The Parties and each of them undertake to impose the obligations arising out of this Agreement on their respective Affiliates, licensees, successors or assigns.

ARTICLE 9

MISCELLANEOUS

9.1 **Amendments.** This Agreement and/or any exhibits may not be amended or modified in any respect except by a written agreement signed by the Parties.

9.2 **Headings.** The article and section captions in this Agreement have been inserted as a matter of convenience and are not part of this Agreement.

9.3 **Notices.** Any notice or other communication in connection with this Agreement shall be in writing in the English language and sent by fax or electronic mail, with a confirmation being sent by mail addressed to the respective Parties as follows:

To: Vokes Limited:

To: Licensee/Assignee:

or such other addresses as may be notified in writing.

9.4 **Severance.** Any provision or part of any provision in this Agreement which shall be, or shall be determined to be, invalid shall be ineffective, but this shall not affect the remaining provisions hereof. In the event of the invalidity of any provision or part of any provision of this Agreement, the Parties shall negotiate in good faith to agree a modification as close as legally acceptable to the original intent of the Parties as at the date of this Agreement.

9.5 **Entire Agreement.** This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to this subject matter.

9.6 **No waiver.** No failure to exercise, nor any delay in the exercise, by any Party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of, such right, power, privilege or remedy.

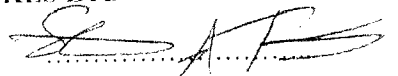
9.7 **Relationship.** Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of the other party for any purpose.

9.8 **Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, English law and each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED TO THIS AGREEMENT.

VOKES LTD

By:




Name: Stephen A. Tsoris

Title: Attorney in Fact

SPX AIR FILTRATION LTD

By:



Name: Stephen A. Tsoris

Title: Attorney in Fact

TRADEMARK

REEL: 003858 FRAME: 0298

EXHIBIT A

Mark	Country	Registration Number	Classes	Owner
VOKES	France	1421147	7, 11, 12	Vokes Ltd
VOKES	International Registration (China)	706390	7, 11	Vokes Ltd
VOKES	Italy	845846	7, 11, 12	Vokes Ltd
VOKES	Switzerland	P364520	7, 11, 12, 17	Vokes Ltd
VOKES	US	1222373	7, 11	Vokes Ltd
VOKES	European Union	000750943	6, 7, 11	Vokes Ltd

EXHIBIT B

VOKES	Norway	52653	7, 11	Vokes Ltd
VOKES	South Africa	1958/01508	11	Vokes Ltd