

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vokes Limited		12/05/2007	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SPX Vokes Limited		
Street Address:	Farrington Road		
City:	Burnley		
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:	202861783		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028611500		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	John H. Weber		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	87295-21017		
NAME OF SUBMITTER:	John H. Weber		
SIGNATURE:	/John H. Weber/		
DATE SIGNED:	11/25/2014		
Total Attachments: 8			
source=Assignment Vokes Limited to SPX Vokes Limited#page1.tif			
source=Assignment Vokes Limited to SPX Vokes Limited#page2.tif			
source=Assignment Vokes Limited to SPX Vokes Limited#page3.tif			
source=Assignment Vokes Limited to SPX Vokes Limited#page4.tif			

CH \$40.00 1222373

source=Assignment Vokes Limited to SPX Vokes Limited#page5.tif
source=Assignment Vokes Limited to SPX Vokes Limited#page6.tif
source=Assignment Vokes Limited to SPX Vokes Limited#page7.tif
source=Assignment Vokes Limited to SPX Vokes Limited#page8.tif

THIS AGREEMENT is made on

5 December

2007

BETWEEN

- (1) Vokes Limited (registered number 00671542) whose registered office is at c/o Vokes Air Limited, Farrington Road, Burnley BB11 5SY (the "Seller"); and
- (2) SPX Vokes Limited (registered number 02400211) whose registered office is at c/o Vokes Air Limited, Farrington Road, Burnley BB11 5SY (the "Buyer").

BACKGROUND

- (A) The Buyer and the Seller are members of the SPX Corporation group of companies.
- (B) The Seller has agreed to sell and the Buyer has agreed to purchase the Business as a going concern subject to and on the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Business"	the business of the sourcing and distribution of liquid filtration solutions as carried on by the Seller as at the Transfer Date
"Business Assets"	the Business Contracts, the Business Know How, the Business Intellectual Property and the Business Records
"Business Contracts"	all Contracts of the Seller relating to the Business which are unperformed (wholly or partly) as at the Transfer Date but excluding contracts relating to the Excluded Assets
"Business Intellectual Property"	the trade marks owned by the Seller and used in connection with the Business as at the Transfer Date as listed in Schedule 1
"Business Know How"	all information, know how and techniques (whether or not confidential and in whatever form held) which in any way relate exclusively

	to the Business
"Business Records"	all books and records relating to the Business, other than those relating to the Excluded Assets and any records that the Seller is required by law to retain
"Completion"	completion of the sale and purchase in accordance with clause 5
"Consideration"	the aggregate consideration for the sale of the Business as stated in clause 4
"Contract"	any agreement or commitment whether under hand, oral or otherwise
"Excluded Assets"	all assets of the Seller other than those specified in clause 2.1, including but not limited to plant, machinery and equipment of the Seller used in the Business
"Excluded Liabilities"	all debts, liabilities and obligations of any nature of the Seller, whether actual or contingent, which are due or outstanding on or have accrued as at the Transfer Date, including for the avoidance of doubt all trade debts and accrued charges relating to the Business and any liability for Taxation
"Goodwill"	the goodwill of the Business and the exclusive right of the Buyer to carry on the Business and to represent itself as carrying on the Business in succession to the Seller
"Taxation"	all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest charges or costs relating thereto.
"Transfer Date"	1 January 2006

2. **SALE AND PURCHASE**

2.1 The Seller will sell with full title guarantee free from all liens, charges, encumbrances, equities and the Buyer will purchase as at the Transfer Date:

2.1.1 the Business and the Goodwill;

2.1.2 the Business Intellectual Property;

2.1.3 the Business Contracts; and

2.1.4 the Business Know How.

2.2 Nothing in this Agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, the Excluded Liabilities and the Seller shall:

2.2.1 pay, satisfy, and perform the Excluded Liabilities whether arising before or after the Transfer Date; and

2.2.2 indemnify and keep indemnified the Buyer against any such liabilities or the Seller's failure to pay, satisfy or perform and observe the Excluded Liabilities.

2.3 Notwithstanding any other provision of this Agreement, the Excluded Assets are excluded from the sale and purchase under this Agreement.

3. **EFFECTIVE DATE**

The sale and purchase of the Business and the Business Assets will take effect as from the Transfer Date. The Seller will immediately after the Transfer Date be deemed to have ceased to trade in its own right in respect of the Business but shall retain possession of those of the assets which are not capable of transfer by delivery on behalf of and as agent for the Buyer until actual completion of the relevant instruments of transfer in respect of such assets. All profits and losses relating to such assets will immediately after the Transfer Date belong to or be borne by (as the case may be) the Buyer and the Seller will account to the Buyer and the Buyer will indemnify the Seller for any liability incurred by the Seller while acting as agent of the Buyer pursuant to this clause 3.

4. **CONSIDERATION**

4.1 The aggregate consideration for the sale and purchase will be the sum of £7,280,000.

4.2 The Consideration shall be paid within 30 days of this agreement been finalised to such account as the Seller shall have specified to the Buyer.

5. COMPLETION

Completion will take place immediately after the execution of this Agreement (or such other date or time as the Seller and the Buyer may agree) when:

- 5.1 to the extent not already done the Seller will deliver to the Buyer all of the assets being sold pursuant to clause 2.1 which are capable of transfer by delivery; and
- 5.2 the Seller will deliver to the Buyer a duly executed assignment of the Business Intellectual Property.

6. TITLE TO THE ASSETS

The Buyer will accept without objection the title of the Seller to the Business and the Business Assets.

7. RECORDS, ACCESS AND FUTURE ENQUIRIES

The Business Records will be delivered by the Seller to the Buyer on Completion but the Seller will have access to and use of them and be entitled to take copies of them at all reasonable times.

8. BUSINESS CONTRACTS

- 8.1 Subject to the other provisions of this clause 8, the Buyer will with effect from the Transfer Date assume the obligations of the Seller, and become entitled to the benefits of the Seller, under the Business Contracts and the Seller hereby assigns to the Buyer with effect from the Transfer Date all its rights and interest under the Business Contracts which are capable of assignment without the consent of other parties.

- 8.2 If a Business Contract cannot be transferred without the consent of a third party the Seller will, at its own expense, as requested by the Buyer use all reasonable endeavours (with the co-operation of the Buyer) to procure such consent or novation, and unless and until then:

- 8.2.1 the Seller will hold the benefit of such Business Contracts upon trust for the Buyer absolutely and will account to the Buyer in full for any sums or any other benefits received by the Seller in relation thereto; and

- 8.2.2 the Buyer will, as the Seller's agent, perform all the obligations of the Seller under such Business Contract for the period from the Transfer Date subject to such cooperation from the Seller as reasonably requested by the Buyer.

9. **VALUE ADDED TAX**

- 9.1 All amounts expressed in this Agreement as being payable by the Buyer are expressed exclusive of any VAT which may be chargeable.
- 9.2 The parties intend that the provisions of section 49 of the Value Added Tax Act 1994 ("VATA") and Article 5 of the Value Added Tax (Special Provisions) Order 1995 will apply to the transfer of the Seller's business to the Buyer and the parties will each use their reasonable endeavours to secure that pursuant to the provisions referred to above the sale of such business is treated as neither a supply of goods nor a supply of services for the purposes of VAT but as a transfer of a business as a going concern.
- 9.3 In consequence, VAT is not to be paid on Completion in respect of any of the assets agreed to be sold, but if it is determined by HM Revenue & Customs, whether before or after Completion, that VAT should have been paid and has not been paid, the Buyer will, upon delivery by the Seller of a tax invoice, forthwith pay to the Seller the appropriate amount of VAT in addition to the Consideration and return to the Seller all those records referred to in **clause 9.4** and all copies of such records.
- 9.4 The Seller will on Completion deliver to the Buyer all records relating to the assets agreed to be sold which are required to be preserved by the Buyer by section 49(1)(b) VATA and will not thereafter make any request to HM Revenue & Customs for a direction under that sub-section that such records will be preserved by the Seller rather than the Buyer. The Buyer undertakes to preserve such records for such periods as may be required by law and to allow the Seller and its agents access to, and to take copies of, such records on reasonable notice during normal business hours.

10. **FURTHER ASSURANCE**

- 10.1 The Seller undertakes to and agrees with the Buyer that it will at the request and cost of the Buyer do or procure the doing of all such further acts and things and execute or procure the execution of all such documents as the Buyer may require to vest in the Buyer the legal and beneficial ownership of the Business and the Business Assets in accordance with this Agreement or otherwise to give full effect to the terms of this Agreement.

11. **GENERAL**

- 11.1 This Agreement will be binding on and will enure for the benefit of each party's successors but will not be assignable by any party or its successors without the written consent of the other party.

- 11.2 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede and replace any previous agreement, understanding, undertaking or arrangement of any nature whatsoever between the parties relating to the subject matter of this Agreement.
- 11.3 Except insofar as the same have been fully performed at Completion, the provisions in this Agreement will continue in full force and effect notwithstanding Completion.
- 11.4 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.
- 11.5 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 11.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12. GOVERNING LAW AND JURISDICTION

- 12.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.
- 12.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SIGNED by SPX Vokes Limited
acting by *M. Coyle* and *K. Lally*
a director and its secretary or
two directors:

)
)
)
)

Director *M. Coyle*
Director/Secretary *K. Lally*

SIGNED by Vokes Limited
acting by *M. Coyle* and *K. Lally*
a director and its secretary or
two directors:

)
)
)
)

Director *M. Coyle*
Director/Secretary *K. Lally*

SCHEDULE 1

Business Intellectual Property

Trade Mark	Country	Date registered	Reg. No.	Class(es)
Stream-Line	China	27-Nov-98	705802	7 & 11
Vokes	China	27-Nov-98	706390	7 & 11
Vokes	EU (CTM)	18-Feb-98	750943	6, 7 & 11
Stream-Line	UK	19-Mar-37	576055	7 & 11
Stream-Line	UK	19-Mar-37	576056	16
Vokes	UK	17-Feb-44	627726	7
Vokes	UK	17-Feb-44	627727	11
Vokes Microfelt	UK	13-Apr-65	878203	7
Stream-Line	Italy	26-Jun-87	512214	7
Vokes	Australia	28-Jul-71	250505	6
Vokes	Australia	23-Jan-59	152414	11
Stream-Line	Benelux	6-Aug-71	47686	7, 11 & 16
Vokes	Benelux	8-Oct-71	64206	6, 7, 9, 11, 12 & 16
Stream-Line	Canada	6-Oct-37	35/9612	
Vokes	Finland	24-May-63	40939	7, 11 & 12
Stream-Line	France	21-Apr-87	1417227	11 & 16
Vokes	France	14-Apr-87	1421147	7, 11 & 12
Vokes	France	25-Jul-91	1683466	6
Vokes	Germany	12-Aug-58	732506	7
Vokes	Germany	28-Jul-71	902821	6
Vokes	Greece	14-Aug-58	23540	7 & 11
Stream-Line	India	21-Jul-83	130250	16
Vokes	India	13-Nov-56	177091	7
Vokes	India	13-Nov-56	177092	11
Vokes	Indonesia	2-Nov-95	364443	11
Vokes	Indonesia	6-Nov-97	424906	7
Vokes	Italy	12-Aug-78	359362	7, 11 & 12
Vokes	Malaysia	9-Oct-92	92/07135	7
Vokes	Malaysia	9-Oct-92	92/07136	11
Vokes (white on black)	Malaysia	11-Sep-91	91/05539	11
Vokes	New Zealand	14-Aug-58	B62457	11
Stream-Line	Norway	3-Sep-37	25598	7 & 11
Vokes	Norway	13-Aug-58	52653	7 & 11
Vokes	Singapore	2-Oct-92	7534/92	7
Vokes	Singapore	2-Oct-92	7535/92	11
Stream-Line	South Africa	30-Aug-67	67/3764	11
Vokes	South Africa	13-May-58	1507/58	7
Vokes	South Africa	13-May-58	1508/58	11
Vokes	South Africa	13-May-58	1509/58	12
Vokes	Spain	27-Feb-50	219036	7
Stream-Line	Sweden	4-Oct-37	48921	11
Stream-Line	Switzerland	8-Sep-77	293453	7 & 11
Vokes	Switzerland	17-Mar-88	364520	7, 11, 12 & 17
Vokes	Thailand	15-Sep-93	24641	7
Vokes	Thailand	15-Sep-93	23571	11
Vokes	USA	4-Jan-83	1222373	7 & 11