

5.2.00



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Tab settings

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies): MAY -2 AM 11: 35
Eaton Corporation

OPR/FINANCE

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 27, 1997

2. Name and address of receiving party(ies):

Name: Siebe, Inc.

Internal Address: B52-1J

Street Address: 33 Commercial Street

City: Foxboro State: MA ZIP: 02035

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

7117725	626774	1133555
992473	629951	2093404
945099	1350404	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Terrence (Terry) Martin

Internal Address: Invensys Intellectual Property Dept.

B-52-1J

Street Address: 33 Commercial Street

City: Foxboro State: MA ZIP: 02035

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ \$215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06-1826

05/22/2000 DNGUYEN 00000210 061826 7117725

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 175.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Terrence (Terry) Martin

Name of Person Signing

Signature

May 2, 2000

Date

GENERAL ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, EATON CORPORATION, an Ohio corporation organized and existing under the laws of the State of Ohio and having its principal place of business located at 1111 Superior Avenue, Cleveland, Ohio 44114 (hereinafter called "Assignor"), is the sole owner of the United States Trademarks and Trademark Registrations listed in attached Schedule "A" (hereinafter called "Trademarks");

WHEREAS, SIEBE, INC., a company organized and existing under the laws of the State of Delaware and having a principal place of business located at 33 Commercial Street, Foxboro, Massachusetts 01035 (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Trademarks; and

WHEREAS, to facilitate and complete certain transactions contemplated under an Asset Purchase Agreement between Assignor and Assignee dated September 27, 1997, Assignor desires to assign all of its rights, title and interest in and the goodwill incident to the trademarks to Assignee.


NOW, THEREFORE, in consideration of payment by Assignee to Assignor in connection with the sale of said assets to Assignee by Assignor, by these presents does hereby: (1) convey, assign, transfer and set over unto said Assignee and the successors, assigns and legal representatives of Assignee, the entire right, title and interest in and to said Trademarks, together with the good will of the Business with which said Trademarks are used or registered; (2) does hereby sell, assign and set over unto Assignee, its successors and assigns, any and all claims, demands or rights of action which it has or might have by reason of any infringement of said Trademarks prior to the date of this Agreement, together with the right to prosecute such claims, demands or rights of action in Assignee's own name.

Assignor hereby covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to maintain and enforce said Trademarks which may be necessary or desirable to carry out the purposes thereof.


IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby, has caused this Assignment to be duly executed and its corporate seal affixed hereto this 30th day of November, 1997.

EATON CORPORATION
(Assignor)

By 
Gerald L. Gherlein
Executive Vice President and
General Counsel

STATE OF OHIO }
 }
COUNTY OF CUYAHOGA } SS

Before me, the undersigned, a notary public in and for the county aforesaid on this 30th day of November, 1997, personally appeared Gerald L. Gherlein, who being by me duly sworn, said that he is Executive Vice President and General Counsel of Eaton Corporation, the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor pursuant to authority duly received.


My Commission Expires _____

SCHEDULE A

(U.S. TRADEMARKS AND TRADEMARK REGISTRATIONS)

<u>MARK</u>	<u>REG. NO.</u>
CC (& DESIGN)	717735
DOLE	992473
DOLE	945099
DOLE	626774
DOLE	629951
LEBOW	1350404
TEL-TRU	1133555
TORQSTAR	2093404