

10-06-2000

Docket No. 113267.453

Trademarks Only

Trademarks Only

8.9,00

To the Honorable
Please record



101480917

Trademarks
copy thereof:

1. Name of Party(ies) conveying an Interest:

SPX Corporation

Entity: Individual(s)
 General Partnership
 Corporation-State: Delaware
 Merger
 Other: _____



2. Name and Address of Party(ies) receiving an interest:

SPX Development Corporation
700 Terrace Point Drive
Muskegon, MI 49443-3301

Entity: Individual(s)
 General Partnership
 Corporation-State: Delaware
 Association
 Merger
 Other: _____

3. Interest Conveyed:

Assignment
 Change of Name
 Security Agreement
 Merger
 Other: _____

If not domiciled in U.S., a domestic representative designation is attached:

Yes
 No

4. Application No. or Registration No. Additional sheet attached? Yes No

A. Trademark Application No.(s):

75-620,763; 75-596,817; 75-656,965; 75-619,003; 75-651,262;
75-537,776; and 75-768,918

B. Trademark Registration No.(s):

2,096,729; 520,758; 650,045; 263,496; 1,122,596; 1,980,759; 1,453,713;
1,190,487; 1,330,685; 741,948; 748,423; 2,029,560; 1,984,971; 984,907;
992,782; 992,814; 994,271; 1,241,811; 1,189,120; 1,154,582; 778,480;
787,100; 1,769,699; 1,243,965; 1,570,460; 1,819,691; 1,345,595; 1,750,993;
789,632; 716,805; 837,522; 1,754,845; 1,521,541; 987,336; 790,292; 814,810;
1,851,302; 795,105; 779,422; 816,382; 956,467; 994,638; 674,169; 676,939;
685,110; 957,170; 694,227; 1,498,159; 1,741,144; 1,723,766; 1,679,171;
1,186,418; 1,196,686; 1,245,052; 1,345,665; 1,241,810; 1,227,349;
1,155,270; 1,036,630; 2,075,608; 2,111,891; 2,317,375; 2,318,371;
2,325,932; 779,834; 941,031; 941,962; 994,968; 1,139,382; 779,423;
939,881; 1,048,887; and 1,164,397.

5. Name and Address of Party to Whom Correspondence concerning document should be mailed:

John H. Weber
PEPPER HAMILTON LLP
Hamilton Square
600 Fourteenth Street, N.W.
Washington, DC 20005-2004

6. Number of applications and registrations involved:

80

7. Amount of Fee Enclosed or Authorized to be Charged:

\$2015.00

8. The Commissioner is hereby authorized to charge any deficiency in payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0436.

10/05/2000 MTHAI1 00000307 500436 75620763

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 1975.00 CH

9. Date of Execution of attached Document: July 31, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

8.7.00
Date

John H. Weber

DC: #61768 v1 (1BNS01!.WPD)

TRADEMARK
REEL: 002145 FRAME: 0484

ASSIGNMENT

WHEREAS, SPX Corporation, a corporation duly organized and existing under the laws of the state of Delaware, located at 700 Terrace Point Drive, Muskegon, Michigan 49443 (hereinafter "Assignor"), is the owner of the following trademarks and United States Patent and Trademark Office registrations therefor and/or applications to register same:

CCD/WIN Reg. No. 2,096,729; KENT-MOORE Reg. No. 520,758; KENT-MOORE Reg. No. 650,045; KENT-MOORE Reg. No. 263,496; PORTA-TOOL Reg. No. 1,122,596; SENTINEL Reg. No. 1,980,759; SMART ENGINE ANALYZER Reg. No. 1,453,713; SMART SCOPE Reg. No. 1,190,487; TACH-N-TIME Reg. No. 1,330,685; TEL-A-MATIC Reg. No. 741,948; TRU-TOE Reg. No. 748,423; VACUCHECK Reg. No. 2,029,560; TTK-TOLEDO TRANS-KIT Reg. No. 1,984,971; OTC Reg. No. 984,907; OTC Reg. No. 992,782; OTC Reg. No. 992,814; OTC Reg. No. 994,271; OTC SERVICE TOOLS Reg. No. 1,241,811; OTC HYTEC Reg. No. 1,189,120; OTC POWER TEAM Reg. No. 1,154,582; ADJUSTA GRIP Reg. No. 778,480; DUALMASTER Reg. No. 787,100; EQUALIFT Reg. No. 1,769,699; FOUR IN ONE Reg. No. 1,243,965; FOUR IN ONE Reg. No. 1,570,460; FOUR IN ONE Reg. No. 1,819,691; HEAVYWEIGHT Reg. No. 1,345,595; LIFETIME MARATHON WARRANTY Reg. No. 1,750,993; MOTOR-ROTOR Reg. No. 789,632; VANGUARD Reg. No. 716,805; VANGUARD JR. Reg. No. 837,522; POWER TEAM Reg. No. 1,754,845; POWER TEAM Reg. No. 1,521,541; BOOSTER-PAC Reg. No. 987,336; GRIP-O-MATIC Reg. No. 790,292; LOAD-ROTOR Reg. No. 814,810; QUARTER HORSE Reg. No. 1,851,302; POWER TWIN Reg. No. 795, 105; PUSH-PULLER Reg. No. 779,422; ROLL-BED Reg. No. 816,382; ROLL-BED Reg. No. 956,467; HYTEC, Reg. No. 994,638; ROBINAIR Reg. No. 674,169; ROBINAIR Reg. No. 676,939; ROBINAIR Reg. No. 685,110; ROBINAIR Reg. No. 957,170; DIAI-A-CHARGE Reg. No. 694,227; SMART CART Reg. No. 1,498,159; ENVIRO-CHARGE Reg. No. 1,741,144; ENVIRO-GUARD 1,723,766; VACUMASTER Reg. No. 1,679,171; OTC Reg. No. 1,186,418; OTC Reg. No. 1,196,686; OTC Reg. No. 1,245,052; OTC Reg. No. 1,345,665; POWER TEAM Reg. No. 1,241,810; POWER TEAM Reg. No. 1,227,349; POWER TEAM Reg. No. 1,155,270; POWER TEAM Reg. No. 1,036,630; APT Reg. No. 2,075,608; ADVANCED PERFORMANCE TECHNOLOGY Reg. No. 2,111,891; VALUE IMPROVEMENT PROCESS Reg. No. 2,317,375; CONTECH Reg. No. 2,318,371; TASKTAMERS Reg. No. 2,325,932; PORTABRAKE Reg. No. 779,834; OPEN-THROAT Reg. No. 941,031; NOZLRATER Reg. No. 941,962; OTC Reg. No. 994,968; POSI-CHECK Reg. No. 1,139,382; SLIM TWINS Reg. No. 779,423; OPEN-THROAT Reg. No. 939,881; OPEN-THROAT Reg. No. 1,048,887; THE REVOLVER Reg. No. 1,164,397; SPX Appln No. 75-620,763; DEALER EQUIPMENT SPX Appln No. 75-596817; MINDREADER Appln No. 75-656,965; OTC GTI SOFTWARE Appln No. 75-619,003; COOLTECH Appln No. 75-651,262; FILTRAN Appln No. 75-537,776; and MILLER SPECIAL TOOLS Appln No. 75-768,918.

(hereinafter referred to collectively as "Assignor's Marks"); and

WHEREAS, SPX Development Corporation, a corporation duly organized and existing under the laws of the state of Delaware, located at 700 Terrace Point Drive, Muskegon, Michigan

49443 (hereinafter "Assignee") is desirous of acquiring Assignor's Marks;

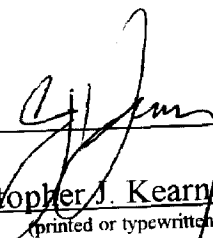
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, the entire right, title and interest in and to Assignor's Marks, and any and all United States Patent and Trademark Office registrations therefor and/or applications to register same as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assignor's Marks may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Assignor's Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Assignor has caused it's name to be signed below, this

31st day of July, 2000.

SPX CORPORATION

Signature:



Name:

Christopher J. Kearney
(printed or typewritten)

Title:

Vice President