



02-21-2001

U.S. Patent & TMOR/TM Mail Rept. Ct. #40

RECORD/
TI

03-06-2001



101626456

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Hunter Engineering Company

- Individual(s)
- General Partnership
- Corporation of Missouri
- Other
- Association
- Limited Partnership

Date of execution of attached Document: February 7, 2001

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

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

Name: SPX Corporation

Street Address: 700 Terrace Point Drive

City: Muskegon State: Michigan ZIP: 49443

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation of 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

3. Nature of conveyance:

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration Nos. 1,006,562; 1,006,561; 443,219; 427,287; 427,288; 443,139; 883,550; and 883,549

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

Name: John H. Weber

Internal Address: PEPPER HAMILTON LLP

Street Address: 600 Fourteenth Street, N.W.

City: Washington State: DC ZIP: 20005-2004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 215

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Atty Dkt. Nos: 114293.1

(Attach duplicate copy of this page if paying by deposit account)

03/05/2001 DEVRNE 00000047 1006562

01 FC:481
02 FC:482

40.00 DP
175.00 DP

DO NOT USE THIS SPACE

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.

John H. Weber
Name of Person Signing

Signature

February 17, 2001
Date

Total number of pages comprising of **TRADEMARK**

REEL: 002244 FRAME: 0464

AGREEMENT

WHEREAS, Hunter Engineering Company, a corporation duly organized and existing under the laws of the state of Missouri, located at 11250 Hunter Drive, Bridgeton, Missouri (hereinafter "Hunter"), is the owner of the following trademarks and United States Patent and Trademark Office registrations therefore:

<u>TRADEMARK</u>	<u>REG. NO.</u>
Miscellaneous Design ("Happy Bear")	1,006,562
BEAR	1,006,561
BEAR	443,219
BEAR	427,287
Miscellaneous Design ("Happy Bear")	427,288
Miscellaneous Design ("Happy Bear")	443,139
Miscellaneous Design ("Happy Bear")	883,550
BEAR	883,549

(hereinafter referred to as "The Hunter Trademarks");

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 (hereinafter "SPX"), is the owner of the following trademarks and Canadian Intellectual Property Office registrations

therefore:

<u>TRADEMARK</u>	<u>REG. NO.</u>
Miscellaneous Design ("Happy Bear")	UCA026987
BEAR	UCA026988

(hereinafter referred to as "The SPX Trademarks") (both The Hunter Trademarks and The SPX Trademarks will be referred to collectively as "The Trademarks");

WHEREAS, SPX is desirous of acquiring The Hunter Trademarks;

WHEREAS, Hunter is desirous of using The Trademarks in the United States and Canada in association with selling wheel aligners, wheel balancers and on-car brake lathes.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Hunter does hereby sell, assign, set over and transfer to SPX, the entire right, title and interest in and to The Hunter Trademarks and any and all United States Patent and Trademark Office registrations therefor, as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Hunter to be held and enjoyed by SPX 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 The Hunter Trademarks may be granted or renewed, as fully and entirely as the same would have

been held and enjoyed by Hunter if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of the The Hunter Trademarks 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.

2. SPX does hereby license back to Hunter the exclusive right to use The Trademarks in the United States and Canada in association with selling wheel aligners, wheel balancers and on-car brake lathes:

a) Nothing herein will restrict SPX' right to use or license The Trademarks in association with offering maintenance and repair services of wheel aligners, wheel balancers and on-car brake lathes in connection with The Trademarks, however, SPX agrees not to use The Trademarks in association with selling wheel aligners, wheel balancers and on-car brake lathes;

b) Hunter shall only use The Trademarks in association with selling wheel aligners, wheel balancers and on-car brake lathes;

c) Hunter agrees that the nature and quality of goods sold by Hunter in connection with The Trademarks shall conform to standards set by SPX. And the parties hereby acknowledge that the quality standards as currently practiced by Hunter in the conduct of its business, related to the manufacture, distribution, sale and service of wheel aligners, wheel balancers and on-car brake lathes, are acceptable for purposes of complying with this agreement;

d) Hunter shall indemnify, defend and hold harmless SPX, and its directors, officers, employees, representatives, agents, successors and affiliates, from and against any and all claims, suits, liabilities, losses, damages and expenses (including actual reasonable attorneys fees)

- 3 -

resulting from or arising out of Hunter's manufacture, use or sale of any products in connection with The Trademarks during the term of this license;

e) SPX shall be responsible for the maintenance of The Trademarks and to protect and defend The Trademarks against all potential and actual infringers;

f) This license shall terminate immediately upon the termination of the Service Agreement between the parties dated November 5, 1998; and

g) Immediately upon the termination of this license, Hunter shall take all action necessary to terminate any sublicense of The Trademarks granted by Hunter to any third party.

3. Other than effecting assignment of The Hunter Trademarks from Hunter to SPX with an exclusive license of The Trademarks back to Hunter from SPX under the terms and conditions set forth herein, nothing herein is intended to modify, supersede or amend any prior agreements between the parties.

IN TESTIMONY WHEREOF, the parties have caused this agreement to be executed as of the day and year last signed below.

HUNTER ENGINEERING COMPANY

SPX CORPORATION

By: [Signature]
Typed Name: Joseph B. Stadislawski
Title: Vice President
Date: 2-7-2001

By: [Signature]
Typed Name: _____
Title: _____
Date: _____

resulting from or arising out of Hunter's manufacture, use or sale of any products in connection with
The Trademarks during the term of this license;

e) SPX shall be responsible for the maintenance of The Trademarks and to
protect and defend The Trademarks against all potential and actual infringers;

f) This license shall terminate immediately upon the termination of the Service
Agreement between the parties dated November 5, 1998; and

g) Immediately upon the termination of this license, Hunter shall take all action
necessary to terminate any sublicense of The Trademarks granted by Hunter to any third party.

3. Other than effecting assignment of The Hunter Trademarks from Hunter to SPX with
an exclusive license of The Trademarks back to Hunter from SPX under the terms and conditions
set forth herein, nothing herein is intended to modify, supersede or amend any prior agreements
between the parties.

IN TESTIMONY WHEREOF, the parties have caused this agreement to be executed as
of the day and year last signed below.

HUNTER ENGINEERING COMPANY

SPX CORPORATION

By: _____

Typed Name: _____

Title: _____

Date: _____

[Signature]

Joseph D. Jandroszewski

Vice President

February 7, 2001

By: _____

Typed Name: _____

Title: _____

Date: _____

[Signature]

Christopher J. Keamey

Vice President

January 26, 2001

- 4 -

4-26-2001 11:01

202 828 1665

97%

P.10

RECORDED: 02/21/2001

TRADEMARK
REEL: 002244 FRAME: 0469