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PATENT
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Correspondent Name and Address

Area Code and Telephone Number

615 242 2400

Name Emily A Shouse

Address (line 1) Waddey & Patterson, P.C.

Address (line 2) 414 Union Street, Suite 2020

Address (line 3) Nashville, TN 37219

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 2

Application Number(s) or Patent Number(s) Mark if additional numbers attached

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Patent Application Number(s)

Patent Number(s)

09027052						

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 23-0035

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Emily A. Shouse

Emily A. Shouse

10-20-99

Name of Person Signing

Signature

Date

ASSIGNMENT

In consideration of the payment of one (\$1.00) dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Electromotive Systems, Inc., ("Assignor") assigns to MagneTek, Inc. of Nashville, Tennessee ("Assignee"), their entire right, title, and interest in and to an invention entitled "UNIVERSAL ARM AND MOUNTING BLOCK FOR A CURRENT COLLECTOR" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto, including pending U.S. Patent Application Serial Number 091,027,052, filed _____.

Assignor will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

This Assignment, being further documentation of the sales, conveyances, transfers, assignments, assumptions and indemnifications

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07-19-99 18:06 From: BAKER DONELSON DEANMAN CALDWELL NASHVILLE 0157260484

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contemplated by the Asset Purchase agreement, neither expands upon nor limits the rights, obligations, responsibilities, liabilities and indemnifications of the parties under the Asset Purchase Agreement.

This Assignment and each of its terms shall be binding on Assignor, its representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

ELECTROMOTIVE SYSTEMS, INC.

[Signature]
Richard L. Pratt
Title: C-O-B

7-20-99
Date

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

Before me, Terrence A. Jovan, a Notary Public of the state and county aforesaid, personally appeared Richard L. Pratt with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the within named Assignor, and that he executed the foregoing instrument for the purposes therein contained.

This 20th day of July, 1999.

[Signature]
Notary Public

My commission expires: 7/01/01



MILWAUKEE
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