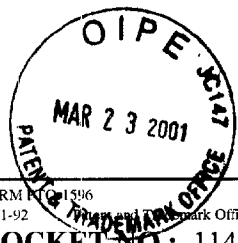


MRD
3/23/01



04-04-2001



DEPARTMENT OF COMMERCE

FORM PTO-1596
1-31-92 Patent and Trademark Office
DOCKET NO.: 114302-1740

101668120

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

<p>1. Name of conveying party(ies): Carfel, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Filtran Aftermarket Products</u> Internal Address: _____ Street Address: <u>875 Seegers Road</u> City: <u>Des Plaines</u> State/Country: <u>IL</u> ZIP: <u>60016-3045</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 2, 2001</u></p>	

4. Application number(s) or patent number(s):
If the document is being filed together with a new application, the execution date of the application is: _____

<p>A. Patent Application No(s).</p>	<p>B. Patent No(s). 4,703,917</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>PEPPER HAMILTON LLP</u> Internal Address: _____ Street Address: <u>600 Fourteenth Street, N.W.</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20005-2004</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0436</u></p>
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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.

Kenneth J. Sheehan, Registration No. 36,270 March 23, 2001
Name and Registration No. of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

DC: #179406 v1 (3%F8011.DOC)

04/03/2001 DBYRNE 00000245 4703917
01 FC:581 40.00 OP

PATENT
REEL: 011627 FRAME: 0690

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made by CARFEL, INC., a Florida corporation (the "Assignor"), to Filtran Aftermarket Products, an Illinois general partnership (the "Assignee").

WHEREAS, SPX Corporation, a Delaware corporation ("SPX"), Assignor and the shareholders of Assignor have entered into that certain Asset Purchase Agreement, dated as of January 5, 2001 (the "Purchase Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of February 5, 2001, SPX assigned to Assignee all of its right, title and interest in and to the Purchase Agreement;

WHEREAS, Assignor is the owner of the patent listed on Schedule A attached hereto and made a part hereof;

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the patent listed on Schedule A; and

WHEREAS, Assignor wishes to assign the patent listed on Schedule A to Assignee

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee the entire right, title and interest in and to the patent listed on Schedule A and all foreign counterparts thereof (the "Rights"), including all inventions and improvements described and claimed therein; all patentable inventions; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world. All such Rights are to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns to the full end of the terms for which such Rights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer and conveyance had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on inventions or resulting from applications included within the Rights to Assignee, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

This Patent Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 5th day of February, 2001.

CARFEL, INC.

By: [Signature]
Its: President

FILTRAN AFTERMARKET PRODUCTS

By: SPX Corporation
Its: General Partner

By: _____
Its: _____

Subscribed and Sworn to Before Me this
2 day of February, 2001.

[Signature]

Notary Public
My commission expires: _____

Subscribed and Sworn to Before Me this
____ day of _____, 2001.

Notary Public
My commission expires: _____



Adam J Silverman
My Commission CC836682
Expires May 13, 2003

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 5th day of February, 2001.

CARFEL, INC.

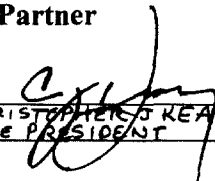
By: _____
Its: _____

Subscribed and Sworn to Before Me this
_____ day of _____, 2001.


Notary Public
My commission expires: _____

**FILTRAN AFTERMARKET
PRODUCTS**

By: SPX Corporation
Its: General Partner

By: 
Its: CHRISTOPHER J. KEARNEY
VICE PRESIDENT

Subscribed and Sworn to Before Me this
31st day of January, 2001.



Notary Public
My commission expires: 01-18-04

DIANA L. COLEMAN
Notary Public, Muskegon County, MI
My Commission Expires Jan 18, 2004

SCHEDULE A

PATENTS

Patent No.
4,703,917

Description
Manual winch with drum release and handle storage

CH01/12128012.2