

01-22-2002

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FORM PTO-101 RECOMMENDATION FORM COVER SHEET
1-31-92 Patent Office

DOCKET NO.: 87295.00001 P.

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

1. Name of conveying party(ies): Plenty Limited Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>SPX Corporation</u> Internal Address: _____ _____ Street Address: <u>700 Terrace Point Drive</u> _____ City: <u>Muskegon</u> State/Country: <u>MI</u> ZIP: <u>49443-3301</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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 _____ Execution Date: <u>September 7, 2001</u>	

1/14/02

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:

A. Patent Application No(s). _____ B. Patent No(s). 4,551,079; 5,884,656; and 5,423,349

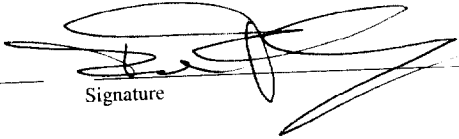
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>BAKER & HOSTETLER LLP</u> Internal Address: _____ _____ Street Address: <u>Washington Square, Suite 1100,</u> <u>1050 Connecticut Avenue, N.W.</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20036</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) <u>\$ 120.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-2036</u>
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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.

Dennis P. Cawley, Registration No. 44,598
 Name and Registration No. of Person Signing


 Signature

1/14/2002
 Date

Total number of pages 7

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

01/18/2002 TDIAZ1 00000086 4551079
01 FC:581 120.00 OP

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS IS MADE ON 7TH DAY
OF SEPTEMBER, 2001 BETWEEN:**

- (1) **PLENTY LIMITED** (registered number 32872) whose registered office is at Eagle Iron Works, Hambridge Road, Newbury, Berkshire RG14 5TR (the "**Assignor**"); and
- (2) **SPX CORPORATION**, a Delaware, U.S.A. corporation, with its principal office at 700 Terrace Point Drive, Muskegon, Michigan 49443-3301 USA (the "**Assignee**").

BACKGROUND

- (A) EIS Group PLC intends to make an offer to General Signal UK Limited to sell, or procure the sale by the Assignor of the US Intellectual Property Rights as part of a sale to the Assignee of certain assets of EIS Group PLC's "Plenty" pumps, mixers, steam traps, heat exchangers, pipeline cleaning systems and filtration systems business (the "**Written Offer**").
- (B) The Assignor is the owner of a United States Patent and Trademark Office registration for the trade mark listed in Part I of the Schedule (the "**Trade Mark**") and issued patents as listed in Part II of the Schedule (the "**Patents**") and owns certain Intellectual Property Rights (which term shall have the same meaning in this Assignment as in the Written Offer) relating to its business arising under the laws of the United States (the "**US Intellectual Property Rights**").
- (C) Pursuant to the Written Offer, the Assignor and Assignee wish to effect the transfer of the US Intellectual Property Rights under this Assignment.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. In consideration of the payment by the Assignee to the Assignor of £1 (one pound sterling)(receipt of which the Assignor acknowledges), the Assignor, subject to clauses 2 and 3 below, assigns to the Assignee with full title guarantee all its right, title and interest in and to the US Intellectual Property Rights, together with any right to sue for damages and other remedies for infringements of the US Intellectual Property Rights occurring before the date of this Assignment.
2. This Assignment is conditional upon and will take effect immediately after both of the following conditions are satisfied: (a) the Written Offer is made; and (b) the Written Offer is

accepted on or prior to 14th September, 2001. In the event that the Written Offer is not made or is made but is not accepted on or prior to 14th September, 2001 then all rights and obligations of the parties under the terms of this Assignment shall cease forthwith and neither party shall have any right of action against the other in respect of any such rights or obligations.

3. The Assignee acknowledges and agrees that the Assignor cannot transfer certain Intellectual Property Rights (including without limitation its part-ownership of the United States patent applications 60/246,769 and 09/714,334) relating to its agreement (Disclosure Document C 6.3, Volume 2) with Subsea International, a division of Kellogg Brown & Root Inc. ("Subsea") free from third party rights, that such Intellectual Property Rights may be assigned only with the consent of Subsea, that Subsea has proprietary and contractual rights in respect of such Intellectual Property Rights and that the Assignor shall not be obliged to procure the transfer of any Intellectual Property Right in breach of, or free from, Subsea's rights.
4. The Assignor agrees, at the request and expense of the Assignee, to execute any documents which are necessary to give effect to this Assignment.
5. The Assignor makes or gives no warranty, representation or assurance whatsoever in this Assignment, whether express or implied, statutory or otherwise. Other than as expressly set out in this Assignment, all such warranties, representations or assurances are hereby excluded to the maximum extent permissible.
6. If any value added tax is chargeable in respect of any supply by the Assignor under or pursuant to this Assignment, the Assignee shall pay to the Assignor by way of additional consideration the amount of such value added tax.
7. This Assignment may be executed in counterparts.
8. This Assignment is governed by and shall be construed in accordance with English law. The Assignor and Assignee hereby irrevocably submit to the exclusive jurisdiction of the English courts for all purposes relating to this Assignment.

SCHEDULE

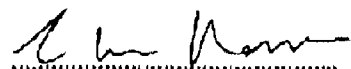
PART I - THE TRADE MARK

COUNTRY	DESCRIPTION OF TRADE MARK / APPLICATION	NUMBER	CLASS(ES)
United States	PLENTY	0728003	11 (<i>US class 34</i>)

PART II - THE PATENTS

COUNTRY	DESCRIPTION OF PATENT / APPLICATION	NUMBER
United States	Rotary vane pump with two axially spaced sets of vanes	4551079
United States	A pig launcher	5884656
United States	Diverting Fluid flow	5423349

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is executed by the parties on the date first appearing above:



.....
Name: GUY P MORRIS

Title: ATTORNEY

Duly authorised signatory

For and on behalf of PLENTY LIMITED

.....
Name:

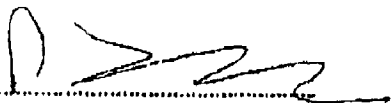
Title:

Duly authorised signatory

For and on behalf of SFX CORPORATION

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is executed by the parties on the date first appearing above :

.....
Name:
Title:
Duly authorised signatory
For and on behalf of PLENTY LIMITED

A handwritten signature in black ink, consisting of a large initial 'P' followed by a series of loops and a long horizontal stroke.

.....
Name:
Title:
Duly authorised signatory
For and on behalf of SPX CORPORATION



7th September 2001

PLENTY LIMITED

and

SPX CORPORATION

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

ALLEN & OVERY