

DOCKET NO.: 87354.2801

07-30-2002



To the Honorable Commissioner of Patents and

102172740

ents or copy thereto:

1. Name of conveying party(ies):

- 1) Edward E. LIPSCOMB
- 2) Kurt Raichle
- 3) Troy LIEBL
- 4) Scott R. SEBASTIAN
- 5) Martin P. FRANZ



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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name

7-24-02

Execution Date: 1), 2) and 3) signed July 22, 2002; 4) and 5) signed May 13, 2002

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

Name: SPX Corporation

Internal Address: \_\_\_\_\_

Street Address: 13515 Ballantyne

Corporate Place \_\_\_\_\_

City: Charlotte State/Country: NC ZIP: 28277

Additional name(s) & address(es) attached?  Yes  No

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).  
10/022,571

B. Patent No(s).

Additional numbers attached?  Yes  No

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

Name: BAKER & HOSTETLER LLP

Internal Address: \_\_\_\_\_

Street Address: Washington Square, Suite 1100,

1050 Connecticut Avenue, N.W.

City: Washington State: DC ZIP: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-2036

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.*

Marc W. Butler, Registration No. 50,219

Name and Registration No. of Person Signing

Signature

July 24, 2002

Date

Total number of pages 5

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

07/29/2002 DBYRNE 00000020 10022571

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**ASSIGNMENT**

**WHEREAS** We, Edward E. Lipscomb, Kurt Raichle, Troy Liebl, Scott R. Sebastian and Martin P. Franz, having an address of 16775 Javelin Avenue, Lakeville, MN 55044; 212 Oakdale Street, Owatonna, MN 55060; 420 16<sup>th</sup> St., N.E., Owatonna, MN 55060; 18077 Muskrat Road, Three Rivers, MI 49093 and 6836 Evergreen Street, Portage, MI 49024, respectively, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled **DMM MODULE FOR PORTABLE ELECTRONIC DEVICE**, executed by us on the date of execution of this document, as shown below, or for which an application for United States Letters Patent was filed on December 20, 2001, and identified by United States Serial No. 10/022,571;

**AND WHEREAS**, SPX Corporation (DE Corporation), having an address of 13515 Ballantyne, Corporate Place, Charlotte, NC 28277, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

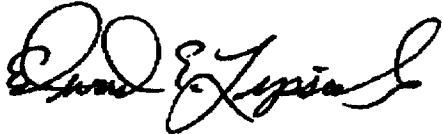
**NOW, THEREFORE**, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

**UPON SAID CONSIDERATION**, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

**The undersigned hereby grant(s) the firm of BAKER & HOSTETLER LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.**

AND Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date 7/22/02

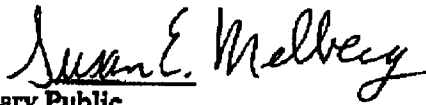
Edward E. Lipscomb 

STATE OF Minnesota  
COUNTY OF Goodhue

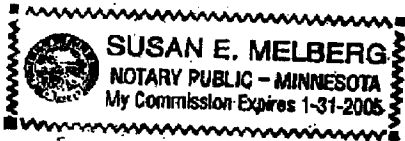
)  
) SS:  
)

On this day of , 2002, before me personally appeared Edward E. Lipscomb to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

  
Notary Public

My commission expires 1/31/2005



Date 7-22-02

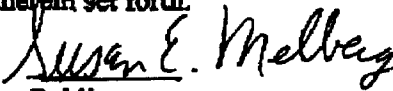
Kurt Raichle 

STATE OF Minnesota  
COUNTY OF Goodhue

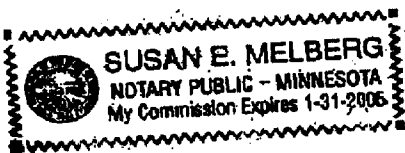
)  
) SS:  
)

On this day of , 2002, before me personally appeared Kurt Raichle to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

  
Notary Public

My commission expires 1/31/2005



Date 7/22/02

Troy Liebl *Troy Liebl*

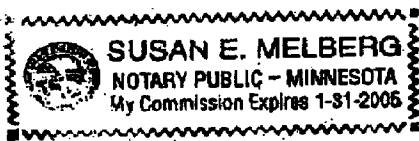
STATE OF Minnesota )  
COUNTY OF Goodhue ) SS:  
)

On this day of , 2002, before me personally appeared Troy Liebl to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

*Susan E. Melberg*  
Notary Public

My commission expires 1/21/2005



Date 5-13-02

Scott R. Sebastian *Scott Sebastian*

STATE OF Michigan )  
COUNTY OF Kalamazoo ) SS:  
)

On this 13 day of May, 2002, before me personally appeared Scott R. Sebastian to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

*Bandra Lee Lassitter*  
Notary Public

My commission expires

BANDRA LEE LASSITTER  
Notary Public, Kalamazoo County, MI  
My Commission Expires June 10, 2003

Date 5-13-02

Martin P. Franz Martin P. Franz

STATE OF Michigan )  
COUNTY OF Kalamazoo ) SS:

On this 13 day of May, 2002, before me personally appeared Martin P. Franz to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

Sandra Lee Lassitter  
Notary Public  
SANDRA LEE LASSITTER  
My commission expires Notary Public, Kalamazoo County, MI  
My Commission Expires June 10, 2003

SEAL

(NOTE: Legalization is not required for recording, but is *prima facie* evidence of execution under 35 U.S.C. 261).