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FORM, PTO-1596 RECORDATION FORM COVER SHEET U.S.  
1-31-92 Patent and Trademark Office CORRECTED AS  
DOCKET NO.: 87359.2020 PATI

To the Honorable Commissioner of Patents and Trademark Documents or copy thereto:

1. Name of conveying party(ies):  
1) Ken Moskwa 4) H. Scott Ryan  
2) Douglas M. Russell 5) Fred Hoffmaster  
3) Len H. Nicholas 6) Wayne Miller  
Additional name(s) of conveying party(ies) attached?  Yes  No

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Correction to co-inventor's name on Reel 016272, Frame 0289  
Execution Dates: April 8, 2005, April 26, 2005, April 26, 2005, April 26, 2005, April 8, 2005 and April 8, 2005

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). 29/227,352  
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) \$ 0.00  
 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.*  
Leo J. Jennings, Registration No. 32,902  
Name and Registration No. of Person Signing Signature 7.21.05 Date  
Total number of pages 8

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



**ASSIGNMENT**

**WHEREAS** we, Ken Moskwa, Douglas M. Russell, Len H. Nicholas, H. Scott Ryan, Fred Hoffmaster and Wayne Miller having an address of 3703 Colonial Drive, Valparaiso, IN 46383; 4790 Makyes Rd., Syracuse, NY 13215; 1505 East Genesee Street, Syracuse, NY 13210; 34 East Lake Street, Skeneateles, NY 13152; 8051 W. Division Road, LaPorte, IN 46350 and 154 Crestwood Drive, Michigan City, IN 46360 respectively, ("Assignors"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled **A BOILER**, 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 11 April 2005, and identified by United States Serial No. 29/227,352;

**AND WHEREAS**, SPX Corporation, having an address of 13515 Ballantyne Corporate Place, Charlotte, North Carolina 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.

4/8/05  
Date

Ken Moskwa  
Ken Moskwa

STATE OF Indiana )  
COUNTY OF La Porte ) SS:

On this 8<sup>th</sup> day of April, 2005, before me personally appeared Ken Moskwa, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Kimberly L. Martin  
Notary Public  
My commission expires \_\_\_\_\_  
Kimberly L. Martin, Notary Public My commission expires:  
A resident of LaPorte County, IN January 22, 2008

4/26/05  
Date

Douglas M. Russell  
Douglas M. Russell

STATE OF New York )  
COUNTY OF Orondaga ) SS:

On this 26 day of April, 2005, before me personally appeared Douglas M. Russell, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Julie A. Stenger  
Notary Public  
My commission expires Feb. 10, 2007

JULIE A. STENGER  
Notary Public, State of New York  
Qualified in Onon. Co. No. 01BL5873025  
Commission Expires Feb. 10, 2007

4/26/05

Date

Len H. Nicholas

Len H. Nicholas

STATE OF New York )  
COUNTY OF Onondaga ) SS:

On this 26 day of April, 2005, before me personally appeared Len H. Nicholas, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Julie A. Stenger  
Notary Public

My commission expires Feb. 10, 2007

JULIE A. STENGER  
Notary Public, State of New York  
Qualified in Onon. Co. No. 01BL5073025  
Commission Expires Feb. 10, 2007

4/26/05

Date

H. Scott Ryan  
H. Scott Ryan

STATE OF New York )  
COUNTY OF Onondaga ) SS:

On this 26 day of April, 2005, before me personally appeared H. Scott Ryan, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Julie A. Stenger  
Notary Public

My commission expires Feb. 10, 2007

JULIE A. STENGER  
Notary Public, State of New York  
Qualified in Onon. Co. No. 01BL5073025  
Commission Expires Feb. 10, 2007

