

12-29-2005



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To the Director of the U.S. Patent and Tr.

Documents or the new address(es) below.

12-27-05

RE

1. Name of conveying party(ies)

Ryan HARDESTY
Jeff JELINEK

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: NC

Country: USA Zip: 28277

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 16, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes NO

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

Name: Leo J. Jennings

Internal Address: Washington Square, Suite 1100

Street Address: 1050 Connecticut Avenue, N.W.

City: Washington

State: D.C. Zip: 20036

Phone Number: 202.861.1500

Fax Number: 202.861.1783

Email Address: _____

6. Total number of applications and patents involved: 1 (one)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 50-2036

Authorized User Name _____

9. Signature:

December 21, 2005 Date

Date

Leo J. Jennings, Registration No. 32,902

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

118243 U.S. PTO
11/31/2497



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12/28/2005 ECOOPER 00000013 11312497

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40.00 DP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 017356 FRAME: 0477

ASSIGNMENT

WHEREAS I/We, **Ryan HARDESTY** and **Jeff JELINEK**, having an address of, respectively, 2201 Dickenson Road, Apt. #208, Chesterton, IN 46304; 4020 Torrence Avenue, Hammond, IN 46327, (“Assignor”), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled:

SYSTEM AND METHOD FOR CONTROL OF SUPPLEMENTAL APPLIANCES,

executed by us on the date of execution of this document, as shown below, and

- filed concurrently herewith;
- for which an application for a United States Letters Patent was filed on: _____, and identified by United States Serial Number: _____.

AND WHEREAS, **SPX Corporation** (a Delaware 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.

12/16/05
Date

[Signature]
Ryan Hardesty

STATE OF Indiana)
COUNTY OF La Porte) SS:

On this 16th day of December 2005, before me personally appeared Ryan Hardesty 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

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

12/16/05
Date

[Signature]
Jeff Jelinek

STATE OF Indiana)
COUNTY OF La Porte) SS:

On this 16th day of December 2005, before me personally appeared Jeff Jelinek 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

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

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