

09-18-2006

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To the Director of the U.S. Patent & Trademark Office

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documents or the new address(es) below.

1. Name of conveying party(ies)

Thomas Bertosa
Michael Gessner
Hamid Namaky

2. Name and address of receiving party(ies)

Name: SPX Corporation

Internal Address: _____

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

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

Execution Date(s) September 12, 2006

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 13515 Ballantyne Corporate Place

City: Charlotte

State: North Carolina

Country: USA Zip: 28277

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

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: Phong D. Nguyen

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: pnguyen@bakerlaw.com

6. Total number of applications and patents involved: 1

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 Phong D. Nguyen

9. Signature: _____

Signature

September 12, 2006

Date

Phong D. Nguyen, Reg. No. 43,833

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

09/15/2006 HJANA1 00000025 502036 11519048
01 FC:8021 (40.00 DA)

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

American LegalNet, Inc.
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ASSIGNMENT

WHEREAS We, Thomas Bertosa, Michael Gessner and Hamid Namaky, each having an address of 13045 Pearl Road, Chardon, Ohio 44024; 1225 N. Howard Street, Akron, Ohio 44310; and 12 Daisy Lane, South Russell, Ohio 44022, respectively, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled **METHOD AND APPARATUS FOR READING AND ERASING DIAGNOSTIC TROUBLE CODES FROM A VEHICLE**, executed by me on the date of execution of this document, as shown below, and filed concurrently herewith;

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.

9-12-06
Date

Thomas Bertosa
Thomas BERTOSA

STATE OF Ohio)
COUNTY OF CUYAHOGA) SS:

On this 12th day of Sept, 2006, before me personally appeared Thomas Bertosa 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

Maiguel Urban
Notary Public
My commission expires October 24, 2009

9-12-06
Date

Michael Gessner
Michael GESSNER

STATE OF Ohio)
COUNTY OF CUYAHOGA) SS:

On this 12th day of Sept, 2006, before me personally appeared Michael Gessner 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

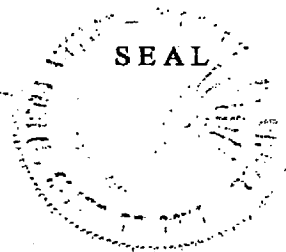
Maiguel Urban
Notary Public
My commission expires October 24, 2009

9/12/06
Date

Hamid Namaky
Hamid NAMAKY

STATE OF Ohio)
COUNTY OF CUYAHOGA) SS:

On this 12th day of Sept, 2006, before me personally appeared Hamid Namaky 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.



[Signature]
Notary Public
My commission expires October 24, 2009

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