

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
The Marley Company	08/27/2001
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Veeder-Root Company
<b>Street Address:</b>	7300 West Friendly Avenue
<b>City:</b>	Greensboro
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27420
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5490544
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 1:</b>	1320 Main Street
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<b>ATTORNEY DOCKET NUMBER:</b>	27213/09017-US
<b>NAME OF SUBMITTER:</b>	Jeremy C. Whitley

Total Attachments: 11  
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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the "Agreement") is made and entered into as of this 27th day of August, 2001, by and between **VEEDER-ROOT COMPANY**, a Delaware corporation ("Buyer"), **THE MARLEY COMPANY**, a Delaware corporation ("Seller") and **SPX CORPORATION**, a Delaware corporation ("Seller's Parent").

## RECITALS

**WHEREAS**, Seller and two of its wholly-owned subsidiaries, Marley Pump Europe, B.V. ("Marley Europe") and Marley Pump Asia Pte. Ltd. ("Marley Asia" and, collectively with Marley Europe, the "Subsidiaries"), are engaged in the business of designing, manufacturing and selling (a) submersible petroleum pumps and (b) mechanical and electronic leak detection devices that monitor underground petroleum storage tanks and pumping equipment (the "Business").

**WHEREAS**, on the terms and subject to the conditions set forth herein, the parties hereto wish to enter into an agreement pursuant to which Buyer will acquire the assets of Seller and Marley Asia used in the operation of the Business, including all of the issued and outstanding capital stock of Marley Europe. Buyer will not assume any liabilities or obligations of Seller, the Subsidiaries or the Business except as expressly set forth in this Agreement. Seller's Parent, the parent company of Seller, has agreed to enter into this Agreement for the purpose of joining in certain of the representation and warranty provisions, indemnification provisions and covenants contained herein.

**NOW, THEREFORE**, in consideration of the premises, the mutual promises made in this Agreement, and the representations, warranties, and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

## ARTICLE I

## ASSET PURCHASE AND RELATED MATTERS

1.1 Transfer of Assets.

(a) Purchased Assets. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined later), Seller and Marley Asia shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller and Marley Asia, all of the right, title and interest of Seller and Marley Asia in and to all of the following assets, properties and rights of Seller and Marley Asia used in connection with the Business, in each case excluding the Excluded Assets (collectively, the "Purchased Assets"), free and clear of any and all Liens (as defined later) except for Permitted Liens (as defined later):

(i) all of the items of inventory and supplies of Seller and Marley Asia used in manufacturing, calibrating and testing products in connection with the Business, including without limitation, raw materials, work-in-process, finished goods, supplies, packaging materials, spare parts, returned products and samples, demonstration and test

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instruments, any obsolete inventory and any items of inventory that are not saleable in the ordinary course of the Business and other similar items (collectively, the "Inventory");

(ii) to the extent transferable, telephone numbers, facsimile numbers, pager numbers, calling card numbers and e-mail addresses of Seller and Marley Asia used in connection with the Business;

(iii) leases and subleases of Seller and Marley Asia related to the Business and rights thereunder, including, without limitation the personal property leases described in Section 3.14 of the Disclosure Schedule and the leases for the real property described in Section 3.25(2)(a) of the Disclosure Schedule;

(iv) all machinery, equipment, fixtures, tools, punches, dies, jigs, molds, furniture, testing equipment, data processing equipment, computers and peripheral equipment, and other similar personal property and spare parts of Seller and Marley Asia used in connection with the Business (the "Fixed Assets"), including, without limitation, the items owned or leased by Seller and Marley Asia listed in Section 3.14 of the Disclosure Schedule;

(v) to the extent transferable to Buyer, all Material Permits of Seller and Marley Asia (as defined in **Section 3.12**);

(vi) all rights, benefits and privileges under or arising from all currently effective contracts (including, without limitation, manufacturing contracts and supply contracts), purchase orders, customer orders, customer service agreements, agreements, instruments, licenses, or understandings of Seller and Marley Asia related to the Business (the "Contracts"), but excluding the Excluded Contracts (as defined later);

(vii) all Intellectual Property of Seller and Marley Asia used in connection with the Business, including the trade names and trademarks Red Jacket, BIG-FLO and QUICK SET, all licenses, sublicenses granted and obtained with respect thereto and rights thereunder, remedies against infringement thereof and rights to protection of interests therein under the laws of all jurisdictions, immunities, covenants not to sue and the like relating to the Intellectual Property of Seller and Marley Asia used in connection with the Business, including, without limitation, the assets set forth in Section 3.23(a) of the Disclosure Schedule, but excluding the assets specifically set forth in Section 1.1(a)(vii) of the Disclosure Schedule. "Intellectual Property" means any and all (A) trademarks (registered or unregistered), service marks, certification marks, logos, trade names, trade dress, and corporate names, together with all translations, adaptations, derivations, variations, permutations and combinations thereof and including all goodwill associated with any of the foregoing, and all registrations, applications, filed extensions, modifications or renewals of any of the foregoing; (B) inventions, invention disclosures, discoveries and ideas (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, continuations, continuations in-part, requests for continued examination, revisions, extensions, and reexaminations thereof; (C) nonpublic information, trade secrets, and confidential or proprietary business information (including

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ideas, research and development, laboratory test results, know-how, formulas, compositions, manufacturing and production processes, principles and techniques), manufacturing documentation, technical data, internally-developed spectral libraries, algorithms, designs, drawings (including, but not limited to, engineering drawings), blueprints, sepias, specifications, certifications, file reports, customer and supplier lists, pricing and cost information, business and marketing plans, proposals and studies (where there are multiple copies of such material in Seller's possession or control, all copies of such material) and rights in any jurisdiction to limit the use or disclosure thereof by any person; (D) copyrightable works and writings (whether or not registered), copyrights, and applications, registrations, and renewals in connection therewith; (E) computer programs and software (including source code, object code, data and related documentation); (F) other proprietary rights; (G) internet domain names; and (H) copies and tangible embodiments of any of the foregoing items (A) through (G);

(viii) originals or true copies of all of the books, records, ledgers, data and information, files, documents, correspondence, tests, and plats of Seller and Marley Asia related to the Business (collectively, "Books and Records"), including without limitation all general, financial and accounting records, purchase orders and invoices, sales orders and sales order log books, correspondence and miscellaneous records with respect to customers and supply sources, and all other general correspondence, but excluding in each case those items related to employees of Seller or Marley Asia or to the Excluded Assets;

(ix) the goodwill relating to the Business or any of the Purchased Assets;

(x) all notes and trade accounts receivable of Seller and Marley Asia arising out of the Business (including without limitation current, past-due, reserved or written-off accounts receivable, accounts receivable from any of Seller's subsidiaries or operating divisions and businesses, and receivables from and advances to employees, collectively such items being the "Accounts Receivable") and all notes, bonds and other evidences of indebtedness of and rights to receive payments from any Person (as defined in **Section 7.1**);

(xi) all advertising, marketing and other similar materials of Seller and Marley Asia used in connection with the Business, including without limitation, the material and content included in Seller's website for the Business;

(xii) all motor vehicles of Seller and Marley Asia used in connection with the Business;

(xiii) the capital stock of Marley Europe, the corporate minute books and stock transfer books and the corporate seal of Marley Europe; provided, further, that, from and after the Closing Date, Marley Europe, as a wholly-owned subsidiary of Buyer, shall retain any cash, marketable securities, short-term investments of cash and other cash equivalents held by Marley Europe as of the Closing Date;

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SECTION 1.1(a)(vii)

EXCLUDED INTELLECTUAL PROPERTY

Any trademark, trade name, service mark or other mark containing the word "Marley."

SECTION 3.23(a)

REGISTERED INTELLECTUAL PROPERTY

The following registered Intellectual Property is included in the Purchased Assets:

**1. ACTIVE PATENTS/PATENT APPLICATIONS**

<u>Country</u>	<u>Patent Number</u>	<u>Description</u>	<u>Status</u>
U.S.	6,223,765	Casing const for fuel dispensing	Active
U.S.	In process	Constant Pressure Fuel system	Applied for serial no. 60/060,234 & 09/ 160,042
U.S.	6,126,409	Integral hse w/lock down	Active
U.S.	In process	Interface const for disp system	Applied for serial no. 09/007,786
U.S.	4,679,587	Leak detector w/2stg piston	Active
Canada	1,277,550	Leak detector w/2stg piston	Active
U.S.	6,129,529	LPG pump and motor	Active
U.S.	5,490,544	Apparatus for inhibiting air infil.	Active
Canada	2,190,767	Apparatus for inhibiting air infil.	Active
U.S.	5,383,769	Retrofit strainer for gasoline	Active
U.S.	5,611,680	Spool assy field adj. Column	Active
U.S.	5,853,113	Telescoping column lengths	Active
U.S.	5,799,834	Telescoping column lengths	Active
U.S.	5,921,441	Telescoping column lengths	Active
U.S.	6,158,460	Threaded plug w/o-ring	Active
U.S.	5,244,177	Hanger for equip.	Active
U.S.	4,876,530	Detect leak in system	Active
U.S.	5,121,340	Multi-level probe & sys	Active
Malaysia	In process	Multi-level probe & sys	Applied for #9102029
Australia	In process	Multi-level probe & sys	Applied for #80696/91
U.S.	5,689,061	Leak Detection Method & Sys.	Active
U.S.	In process	IQ & Disp. Isolation Box	Applied for Ref.02944.00

**2. REGISTERED TRADEMARKS**

<u>TM</u>	<u>Product</u>	<u>Application/Registration No.</u>	<u>Status</u>
Aspirator-Assist	Petro. Access.	Reg. No. 1,143,250	Active
Big-Flo	Petro. Pump	Reg. No. 2,375,059	Active
Extracta	Petro. Pump	Reg. No. 642,066	Active
Quick-Set	Petro. Pump	Reg. No. 1,179,859	Active
Quick-Set	Petro. Pump	Reg. No. 279,935 -Canada	Active
Quick-Set	Petro. Pump	Reg. No. 35,366 - Philippines	Active
MAXXUM	Petro. Pump	Application No. 75/931,776	Applied for



### 3. TRADE MARK REGISTRATION FOR RED JACKET

Country	Registration Number
USA	830,117
USA	935,909
USA	1,155,361
Argentina	1,515,470
Argentina	1,515,471
Australia	A209823
Austria	135,479
Benelux	486,613
Brazil	817,405,976
Brazil	817,405,984
Canada	101,587
Chile	554,358
China	571,998
Costa Rica	86,425
Costa Rica	87,870
Denmark	8972/91
El Salvador	167-75-335/336
El Salvador	166-75-333/334
El Salvador	165-75-331/332
El Salvador	164-75-329/330
Finland	118,864
France	1,341,696
Germany	2,054,377
Greece	102,006
Guatemala	59269-136-130
Guatemala	79756-85-171
Guatemala	83937-259-179
Guatemala	79760-89-171
Honduras	74508-418
Honduras	72588-12-77
Honduras	72593-17-77
Hong Kong	01711/1993
Hong Kong	01712/1993
Indonesia	285,048
Ireland	142,380
India	540339
Italy	473,884
Korea	229,302
Korea	256,550
Malaysia	90/07695
Mexico	436,045
Nicaragua	34446-4-CX11
Nicaragua	34482-40-CX11
Nicaragua	34481-39-CX11
Nicaragua	33271-133-CV11
Norway	150,829
Panama	82157
Panama	82158
Panama	82159
Panama	82160

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Country	Registration Number
Peru	17,207
Peru	17,406
Philippines	40,104
Portugal	268,182
Portugal	268,183
Singapore	7104/90
South Africa	94/14039 Class 7
South Africa	94/14040 Class 9
Spain	1,563,253
Spain	1,564,678
Spain	1,601,660
Spain	1,601,661
Spain	1,601,664
Sweden	249,331
Switzerland	391,694
Taiwan	543,609
Taiwan	542,443
Thailand	148,930
Turkey	123,277
U.K.	1,444,607
U.K.	1,444,608
Venezuela	Pending
U.S. – Red Jacket Logo	797,025 797,139 799,453

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EXECUTION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into as of the 27th day of August, 2001, by and between Veeder Root Company, a Delaware corporation ("Assignee"), The Marley Company, a Delaware corporation ("Marley") and Marley Pump Asia Pte. Ltd., a Singapore corporation (collectively, with Marley, the "Assignors").

W I T N E S S E T H

WHEREAS, Marley and Assignee have entered into that certain Asset Purchase Agreement dated as of August 27, 2001 (the "Asset Purchase Agreement") with respect to the sale by Assignors of certain assets owned by Assignors.

WHEREAS, the Asset Purchase Agreement requires Assignors to transfer to Assignee valid and legal title to certain Intellectual Property of Assignors used in connection with the Business.

WHEREAS, terms used herein that are not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Each Assignor does hereby sell, assign, transfer and set over to Assignee all of such Assignor's right, title and interest in and to all Intellectual Property of such Assignor that is included in the Purchased Assets.

2. Each Assignor further authorizes the commissioner of patents and trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to record all trademarks and patents transferred hereunder and title thereto, as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment, and to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Each Assignor further covenants and agrees on behalf of Assignor, its successors, legal representatives and assigns that it will sign all papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally provide reasonable assistance and deliver all additional instruments or documents reasonably necessary to carry out the intent of this Assignment.

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4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and legal representatives. This Assignment is not intended, and shall not be construed, deemed or interpreted, to confer on any person not a party hereto any rights or remedies hereunder.

5. This Assignment, the Asset Purchase Agreement and the other documents delivered pursuant thereto constitute the entire agreement and understanding between Assignors and Assignee and supersede all prior agreements and understandings, both written and oral, relating to the subject matter of this Assignment. In the event of a conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control. This Assignment may be amended, modified or supplemented, and any right hereunder may be waived, if, but only if, that amendment, modification, supplement or waiver is in writing and signed by Assignors and Assignee. The waiver of any of the terms and conditions hereof shall not be construed or interpreted as, or deemed to be, a waiver of any other term or condition hereof.

6. This Assignment shall be effective immediately upon execution and delivery by both parties hereto.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date and year first above written above.

**VEEDER ROOT COMPANY**

By: Scott M. Claw  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE MARLEY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARLEY PUMP ASIA PTE. LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date and year first above written above.


**VEEDER ROOT COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE MARLEY COMPANY**

By:   
Name: W. GRIFFITHS  
Title: PRESIDENT

**MARLEY PUMP ASIA PTE. LTD.**

By:   
Name: W. GRIFFITHS  
Title: DIRECTOR

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