

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPX Corporation		12/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Illinois Tool Works Inc.
Street Address:	3600 West Lake Avenue
City:	Glenview
State/Country:	ILLINOIS
Postal Code:	60026
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	75540275	AGRIFEED
Serial Number:	77135695	EYECON
Serial Number:	73699310	FLOATING BEAM
Serial Number:	72310558	GSE
Serial Number:	73699312	GSE
Serial Number:	77558764	GSE
Serial Number:	75564431	MINI-PRO
Serial Number:	73581601	PRO-WEIGH

CORRESPONDENCE DATA

Fax Number: (312)775-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127758000
 Email: rdicerbo@mcandrews-ip.com
 Correspondent Name: Ronald A DiCerbo
 Address Line 1: 500 West Madison

CH \$215.00 75540275

Address Line 2: 34th Floor
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Ronald A DiCerbo

Signature: /RAD/

Date: 01/19/2009

Total Attachments: 4
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TRADEMARK

McAndrews, Held & Malloy
500 West Madison, 34th Floor
Chicago, Illinois 60661

ASSIGNMENT

This ASSIGNMENT between SPX Corporation, a Delaware corporation (“Assignor”), and Illinois Tool Works, an Illinois Corporation (“Assignee”), is executed and delivered as of the execution date set forth below.

Whereas, Assignor and Assignee are parties to an asset purchase agreement, dated December 31, 2008 (the “Agreement”), by and between Assignor, SPX Europe GmbH, Assignee and Instron Deutschland GmbH, pursuant to which Assignor agreed to sell substantially all of the Business (as defined in the Asset Purchase Agreement) to Assignee; and

Whereas, in connection with such transaction, Assignor has agreed to assign to Assignee all trade names, logos, trademarks and service marks owned by Assignor and used exclusively in the Business, whether registered or unregistered, including, without limitation, the registered trademarks and pending applications set forth in Schedule 1.1(a) of the Agreement, a copy of which is attached hereto, and any and all common law rights thereto (collectively, the “Marks”), together with the goodwill of the business in connection with which the Marks have been used (the “Goodwill”);

Now, therefore, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows;

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee its entire right, title and interest in and to the Marks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made. Without limiting the generality of the foregoing, this Assignment shall also include all U.S. and foreign trademark and service mark applications, registrations and similar filings for the Marks and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.
2. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to all of Seller’s rights and benefits under any Trademark Licenses and Contracts identified in the Agreement;
3. Assignor authorizes and requests that any relevant National Trademark Office take all such action necessary to effect such transfer in accordance with the terms of this Assignment.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature page follows]

Trademark Assignment

In witness whereof, Assignor has caused its authorized officer to hereunder set his/her hand on the date shown below.

Execution Date: 12/31/08

Robert M. Spence
(signature)

Typed or printed name of signatory:

ROBERT M. SPENCE

Title: VP TEST & MEASUREMENT

Date: 12/31/08

[Signature]
Witness

Date: 12/31/08

Patricia M...
Witness

Schedule 1.1(a)(viii)

Acquired Intellectual Property

GSE Trademark Schedule

Country	Mark	Status	App. #	Filing Date	Reg. #	Reg. Date
Brazil	GSE & Design	Pending	901065099	22-Jul-2008	x	x
Canada	GSE & Design	Registered	1,205,626	09-Feb-2004	649,481	30-Sep-2005
EU	GSE & Design	Registered	3,650,421	05-Feb-2004	3,650,421	14-Nov-2005
Germany	GSE & Design	Registered	39860426.2	24-Jun-1998	39860426	01-Sep-1998
Mexico	GSE & Design	Registered	641,209	10-Feb-2004	851,775	21-Sep-2004
Mexico	GSE & Design	Registered	641,210	10-Feb-2004	853,810	29-Sep-2004
U.S.	AGRIFEED	Registered	75/540,275	21-Aug-1998	2,419,713	09-Jan-2001
U.S.	EYECON	Pending	77/135,695	20-Mar-2007	x	x
U.S.	FLOATING BEAM	Registered	73/699,310	07-Dec-1987	1,506,887	04-Oct-1988
U.S.	GSE & Design	Registered	72/310,558	25-Oct-1968	905,493	05-Jan-1971
U.S.	GSE & Design	Registered	73/699,312	07-Dec-1987	1,502,025	30-Aug-1988
U.S.	GSE & Rectangle Design	Pending	77/558,764	29-Aug-2008	x	x
U.S.	MINI-PRO	Registered	75/564,431	05-Oct-1998	2,318,443	15-Feb-2000
U.S.	PRO WEIGH	Registered	73/581,601	06-Feb-1986	1,499,261	09-Aug-1988