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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **GPS Development Corporation**

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Conditional Assignment of and Security Interest in Trademark Rights
- Merger
- Change of Name

Execution Date: June 13, 2000

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Collateral Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: 4 MetroTech Center, 5th Floor  
 City: Brooklyn State: NY ZIP: 11245

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,213,028 ; 1,662,261 ; 2,123,812**

Additional numbers attached?  Yes  No

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

Name: Nihara K. Choudhri, Esq.  
 Internal Address: Simpson Thacher & Bartlett  
 \_\_\_\_\_  
 Street Address: 425 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): ..... \$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

**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.*

Nihara K. Choudhri, Esq.  
Name of Person Signing

Signature

Aug 4, 2000  
Date

Total number of pages comprising cover sheet: 6

09/05/2000 NTHRI1 00000143 1213028

01 FC:481  
02 FC:482

40.00 UP  
50.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May \_\_\_\_, 2000 is made by GSPS Development Corporation, a Delaware corporation (the "Additional Grantor"), in favor of The Chase Manhattan Bank, a New York corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SPX Corporation, a Delaware corporation (the "Borrower"), the Lenders, the Agent, and The First National Bank of Chicago as Documentation Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of October 6, 1998 in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks;

WHEREAS, on January 19, 2000, the Additional Grantor executed an Assumption Agreement in favor of the Agent, under which the Additional Grantor agreed to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and expressly assumed all obligations and liabilities of a Grantor thereunder; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

**SECTION 2. Conditional Assignment and Grant of Security Interest.** The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

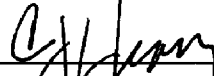
**SECTION 3. Purpose.** This Conditional Assignment has been executed and delivered by Additional Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

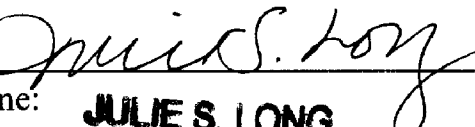
**SECTION 5. Counterparts.** This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GSPS DEVELOPMENT CORPORATION  
("Additional Grantor")

By:   
Name: Christopher J. Kearney  
Title: V.P. Secretary

THE CHASE MANHATTAN BANK  
("Administrative Agent")

By:   
Name: **JULIE S. LONG**  
Title: **VICE PRESIDENT**

STATE OF Michigan)  
) ss  
COUNTY OF Muskegon)

On the 13<sup>th</sup> day of June, 2000, before me personally came  
C. Kearney, who is personally known to me to be the VP, Secretary of  
GSPS Development Corporation, a Delaware corporation; who, being duly sworn, did depose  
and say that she/he is the VP, Secretary in such corporation, the corporation  
described in and which executed the foregoing instrument; that she/he executed and delivered  
said instrument pursuant to authority given by the Board of Directors of such corporation; and  
that she/he acknowledged said instrument to be the free act and deed of said corporation.

Catherine L. Sias  
Notary Public

**CATHERINE L. SIAS**  
Notary Public, Muskegon County, Michigan  
My Commission Expires May 31, 2001  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

U.S. Trademark Registrations

<u>Name of Trademark</u>	<u>Registration No.</u>
DOWZER	1,213,028
PDS	1,662,261
W	2,123,812