FORM PTO-1594 10/28/02
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **CRYONIX, INC.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **(MD)**
☐ Other _____

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

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

Name: JPMorgan Chase Bank, as Collateral Agent
Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

☐ 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
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 27, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,152,317**

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): ..... $ 40.00
☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Signature

10/25/02
Date

Total number of pages including cover sheet, attachments, and documents: 8

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01 FC:8521 40.00 OP

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

ASSUMPTION AGREEMENT, dated as of September 27, 2002, made by each of the signatories hereto (collectively, the "Additional Grantors"), in favor of JPMORGAN CHASE BANK, as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, SPX Corporation (the "Parent Borrower"), the Foreign Subsidiary Borrowers party thereto, the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of October 6, 1998 and as amended and restated as of July 24, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Parent Borrower and certain of its Affiliates (other than the Additional Grantors) have entered into the Guarantee and Collateral Agreement, dated as of October 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Credit Agreement requires the Additional Grantors to become parties to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantors have agreed to execute and deliver this Assumption Agreement in order to become parties to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement with respect to such Grantor is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

CRYONIX, INC.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

KEY SCIENTIFIC, INC.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

MEDICAL EQUIPMENT MAINTENANCE COMPANY

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

475496.1

Supplement to Schedule 1

Notice Address

SPX Corporation
Attn: Chief Executive Officer
13515 Ballantyne Corporate Place
Charlotte, NC 28277

Supplement to Schedule 2

Supplement to Schedule 2

Description of Investment Property

Pledged Stock:

Issuer	Holder	Class of Stock	Stock Certificate No.	No. of Shares	Percent of Outstanding Shares
Cryonix, Inc.	Kendro Laboratory Products, Inc.	Common Stock	4	100	100
Key Scientific, Inc.	Kendro Laboratory Products, Inc.	Common Stock	4	100	100
Medical Equipment Maintenance Company	Kendro Laboratory Products, Inc.	Common Stock	20	100	100

Supplement to Schedule 3

Uniform Commercial Code Filings

Debtor	Jurisdiction of Organization
Cryonix, Inc.	Maryland
Key Scientific, Inc.	Maryland
Medical Equipment Maintenance Company	Maryland

Actions with respect to Pledged Stock

Delivery of Pledged Stock to the Collateral Agent

Other Actions

None

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Supplement to Schedule 4

Location of Jurisdiction of Organization
and Chief Executive Office

Grantor	Jurisdiction of Organization	Chief Executive Office	County
Cryonix, Inc.	Maryland	12354 Carroll Avenue Rockville, MD 20852	Montgomery
Key Scientific, Inc.	Maryland	12401 Washington Avenue Rockville, MD 20852	Montgomery
Medical Equipment Maintenance Company	Maryland	12354 Carroll Avenue Rockville, MD 20852	Montgomery

TRADEMARK
REEL: 002605 FRAME: 0022

Supplement to Schedule 5

Location of Inventory and Equipment

Debtor	Location of Inventory or Equipment
Cryonix, Inc.	12401 Washington Avenue Rockville, MD 20852
Key Scientific, Inc.	12401 Washington Avenue Rockville, MD 20852
Medical Equipment Maintenance Company	12354 Carroll Avenue Rockville, MD 20852

Supplement to Schedule 6

Intellectual Property

Trademarks

Cryonix, Inc.

Country: US

Trademark: CRYONIX

Trademark Number/Application Number: 2152317

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