# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2380 Frame 0615) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| JPMorgan Chase Bank, N.A., as Collateral Agent | | 11/18/2005 | National Banking Association: |

RECEIVING PARTY DATA

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|---|---|
| Name: | Advanced Industrial Technologies, Inc. |
| Street Address: | 13515 Ballantyne Corporate Place |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28277 |
| Entity Type: | CORPORATION: MICHIGAN |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2357403 | TECH-MOTIVE TOOL |
| Registration Number: | 1598226 | DATA-STAT |
| Registration Number: | 1334042 | DATA-TORK |
| Registration Number: | 1638221 | GSE FASNET |
| Registration Number: | 1506887 | FLOATING BEAM |
| Registration Number: | 1169984 | FLOATING BEAM |
| Registration Number: | 1502025 | GSE |
| Registration Number: | 905493 | GSE |
| Registration Number: | 1981768 | SIGNATURE ANALYSIS |

OP $240.00 2357403

CORRESPONDENCE DATA

Fax Number: (212)455-2502
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Phone: (212) 455-7698

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|---|---|
| Email: | ksolomon@stblaw.com |
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| Address Line 1: | Simpson Thacher & Bartlett LLP |
| Address Line 2: | 425 Lexington Avenue |
| Address Line 4: | New York, NEW YORK 10017 |

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|---|---|
| ATTORNEY DOCKET NUMBER: | 506265/0608 |
| NAME OF SUBMITTER: | Mark Solomon |
| Signature: | /ms/ |
| Date: | 12/06/2005 |

Total Attachments: 4
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of November 18, 2005, is made to Advanced Industrial Technologies, Inc., a Michigan corporation with its principal place of business located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (the "Obligor"), from JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), a national banking association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), parties to the Credit Agreement dated as of October 6, 1998, as amended and restated as of May 24, 2001, as amended and restated as of August 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SPX Corporation, a Delaware corporation and the parent of the Obligor (the "Parent Borrower"), the Foreign Subsidiary Borrowers party thereto (together with the Parent Borrower, the "Borrowers"), the Lenders, the Agent, and others.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Obligor and certain other subsidiaries of the Parent Borrower are parties to the Guarantee and Collateral Agreement, dated as of October 6, 1998, as amended and restated as of May 24, 2001, as amended and restated as of August 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

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

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of July 10, 2001, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a security interest to the Agent specifically in certain Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 11, 2001, at Reel 002380 and Frame 0615; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). All capitalized terms used but not defined herein shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, and to the extent an Event of Default has occurred and is continuing, reconveys and reassigns, its security interest in, and right of setoff against, the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A. (formerly known as The Chase Manhattan Bank)

By: _____
Name:
Title: MARIAN N. SCHULMAN
Managing Director

[Signature Page to Termination and Release]

Schedule A

**Trademark Registration**

| Trademark Number | Trademark |
|---|---|
| 2,357,403 | TECH-MOTIVE TOOL |

**Trademark Registration**

| Trademark Number | Trademark |
|---|---|
| 1,598,226 | DATA-STAT |
| 1,334,042 | DATA-TORK |
| 1,638,221 | FASNET |
| 1,506,887 | FLOATING BEAM |
| 1,169,984 | FLOATING BEAM +des. |
| 1,502,025 | GSE + design |
| 905,493 | GSE + design |
| 1,981,768 | SIGNATURE ANALYSIS |

509265-0608-02942-NY03.2098509.4