TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2380 Frame 0514)

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

Name:	Flair Corporation
Street Address:	4647 S.W. 40th Avenue
City:	Ocela
State/Country:	FLORIDA
Postal Code:	34474-5799
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2019323	FLAIR
Registration Number:	838635	FLAIR
Registration Number:	597392	KEMP
Registration Number:	1995333	MVP
Registration Number:	652053	ORIAD
Registration Number:	1129193	ORIAD II

OP $165.00 2019323

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	509265/0608
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 Flair Corporation, a Delaware corporation with its principal place of business located at 4647 S.W. 40th Avenue, Ocela, Florida 34474-5799 (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 0514; 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
2,019,323	FLAIR
838,635	FLAIR
597,392	KEMP
1,995,333	MVP
652,053	ORIAD
1,129,193	ORIAD II

509265-0608-02942-NY03.2098509.4