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 2124 Frame 0473)

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:	GSLE Subco LLC (formerly known as GS Development Corporation)
Street Address:	13515 Ballantyne Corporate Place
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	777697	DEZURIK
Registration Number:	1886582	ACCUTRAX
Registration Number:	777698	DEZ
Registration Number:	869923	PERMASEAL
Registration Number:	1783298	POWERRAC
Registration Number:	1896868	DIGITLINE
Registration Number:	875636	DRY-PAK
Registration Number:	1255163	G-V
Registration Number:	1996959	THE QUIET ONE!
Registration Number:	681076	RED LINE
Registration Number:	1767964	THERMULATOR
Registration Number:	1275884	WARREN
Registration Number:	1118165	LIGHTNIN

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Registration Number:	1263995	LIGHTNIN
Registration Number:	682153	LIGHTNIN
Registration Number:	227991	LIGHTNIN
Registration Number:	699396	LIGHTNIN
Registration Number:	1147586	LIGHTNIN
Registration Number:	1445987	LIGHTNIN
Registration Number:	1286858	ADJUST-A-MIX
Registration Number:	1215493	CBM
Registration Number:	1189130	INLINER
Registration Number:	768031	LINE BLENDER
Registration Number:	1117628	LTS
Registration Number:	1861347	MAGMIXER
Registration Number:	1345629	MIXCO
Registration Number:	1777019	ULTRAMIX
Registration Number:	1678982	VEKTOR
Registration Number:	2144938	ACCUCHECK
Registration Number:	2024652	ACCUFLEX
Registration Number:	2091816	ACCUROLL
Registration Number:	1252190	ACCUTEL
Registration Number:	850555	BIF
Registration Number:	850576	BIF
Registration Number:	852309	BIF
Registration Number:	1271604	BRITE BIF REMOTE INTELLIGENT TELEMETRY EQUIPMENT
Registration Number:	306069	CHRONOFLO
Registration Number:	1780044	COALLECTOR
Registration Number:	520863	CONICAL
Registration Number:	766674	OMEGA
Registration Number:	1001265	POLYPAK
Registration Number:	952628	PURIFAX
Registration Number:	1228306	SBF
Registration Number:	370173	SECO
Registration Number:	860991	SECOAL
Registration Number:	558500	SHUNTFLO
Registration Number:	2033593	STOCK
Registration Number:	1569247	STOCK

Registration Number:	1841250	STOCK 196
Registration Number:	2149101	UNIVERSAL VENTURI TUBE

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	509265/0608
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	12/07/2005

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (for Additional Grantors)

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of November 18, 2005, is made to GSLE Subco LLC (formerly known as GS Development Corporation), a Delaware limited liability company with its principal place of business located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (the "Additional Grantor"), 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 (the "Borrower"), 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a 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 Borrower 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, 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, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of June 13, 2000, among the Agent and the Additional Grantor (the "Security Agreement"), the Additional Grantor, 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 August 8, 2000, at Reel 002124 and Frame 0473; 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 Additional Grantor'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 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

U.S. Trademark Registrations

Name of Trademark	*Registration No.*
DEZURIK	0,777,697
ACCUTRAX	1,886,582
DEZ	0,777,698
PERMASEAL	0,869,923
POWERRAC	1,783,298
DIGITLINE	1,896,868
DRY-PAK	0,875,636
G-V	1,255,163
THE QUIET ONE!	1,996,959
RED LINE	0,681,076
THERMULATOR	1,767,964
WARREN	1,275,884
LIGHTNIN	1,118,165
LIGHTNIN	1,263,995
LIGHTNIN	0,682,153
LIGHTNIN	0,227,991
LIGHTNIN	0,699,396
LIGHTNIN	1,147,586
LIGHTNIN	1,445,987
ADJUST-A-MIX	1,286,858
CBM	1,215,493

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Name of Trademark	*Registration No.*
INLINER	1,189,130
LINE BLENDER	0,768,031
LTS	1,117,628
MAGMIXER	1,861,347
MIXCO	1,345,629
ULTRAMIX	1,777,019
VEKTOR	1,678,982
ACCUCHECK	2,144,938
ACCUFLEX	2,024,652
ACCUROLL	2,091,816
ACCUTEL	1,252,190
BIF	0,850,555
BIF	0,850,576
BIF	0,852,309
BRITE BIF REMOTE INTELLIGENT TELEMETRY	1,271,604
CHRONOFLO	0,306,069
COALLECTOR	1,780,044
CONICAL	0,520,863
OMEGA	0,766,674
POLYPAK	1,001,265
PURIFAX	0,952,628

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Name of Trademark	*Registration No.*
SBF	1,228,306
SECO	0,370,173
SECOAL	0,860,991
SHUNTFLO	0,558,500
STOCK	2,033,593
STOCK	1,569,247
STOCK 196	1,841,250
UNIVERSAL VENTURI TUBE	2,149,101

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