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 0166)

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 GSTC 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: 64

Property Type	Number	Word Mark
Registration Number:	1732683	CENTSABILL
Registration Number:	1910728	COINAGER
Registration Number:	1702440	GENFARE
Registration Number:	1906399	GFI
Registration Number:	1266941	GFI
Registration Number:	1912354	TRANSENTRY
Registration Number:	1967249	TRIM
Registration Number:	1912353	VENDSTAR
Registration Number:	1628065	VENDSTAR
Registration Number:	1530570	B-PAK
Registration Number:	1772202	TIMEMASTER
Registration Number:	837941	LINDBERG
Registration Number:	769462	AUTOLADLE

OP $1615.00 1732683

Registration Number:	1333007	BLUE M
Registration Number:	784021	CARBOTROL
Registration Number:	849818	COMPACT
Registration Number:	874188	CORRTHERM
Registration Number:	361948	CYCLONE
Registration Number:	920510	CZERBIDE
Registration Number:	928092	CZERBLOX
Registration Number:	1814446	ENGINEERED CERAMICS
Registration Number:	1118714	FRICTION-AIRE
Registration Number:	774982	HEVI-DUTY
Registration Number:	694854	HEVI-DUTY
Registration Number:	1550861	HOLIMESY
Registration Number:	346213	HOMOCARB
Registration Number:	345768	HOMOCARB
Registration Number:	256076	HOMO
Registration Number:	1159005	HUMID-FLOW
Registration Number:	882525	HYAM
Registration Number:	733779	HYCARB
Registration Number:	740639	HYCOR
Registration Number:	885003	HYEN
Registration Number:	885403	HYNI
Registration Number:	733778	HYZIRC
Registration Number:	1281443	ISOBRITE
Registration Number:	1125335	ISOVAC
Registration Number:	836723	LINDBERG HEVI-DUTY
Registration Number:	663864	M
Registration Number:	651674	M
Registration Number:	656420	M
Registration Number:	889047	MEMORY RING
Registration Number:	1292659	MOBILPAGE
Registration Number:	991864	MOLDATHERM
Registration Number:	692341	MULTIPLE UNIT
Registration Number:	913431	PACEMAKER
Registration Number:	741884	POWER-O-MATIC 60
Registration Number:	1712616	PRO-MASTER

Registration Number:	744444	QUENCH-GUARD
Registration Number:	1141110	RAD-O-GLOW
Registration Number:	2130449	SINTER-ALL
Registration Number:	1113086	STABIL-GLOW
Registration Number:	627293	STABIL-THERM
Registration Number:	650441	TEMPERITE
Registration Number:	1946114	TREET-ALL
Registration Number:	684694	TRICARB
Registration Number:	1875887	TURBO-MELTER
Registration Number:	1123665	ULTRA-TEMP
Registration Number:	315516	VAPOCARB
Registration Number:	882491	VERSA-RANGE
Registration Number:	1143253	VERSA-WHIRL
Serial Number:	75553193	LINDBERG/MPH
Serial Number:	75651263	STRATA-FAZ
Registration Number:	1475702	M

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7698

Email: ksolomon@stblaw.com

Correspondent Name: Mark Solomon, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

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

Total Attachments: 7

source=2124166_#page1.tif

source=2124166_#page2.tif

source=2124166_#page3.tif

source=2124166_#page4.tif

source=2124166_#page5.tif

source=2124166_#page6.tif

source=2124166_#page7.tif

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 GSTC 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 0166; 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

Registration No.	*Name of Trademark*
1,732,683	CENTSABILL
1,910,728	COINAGER
1,702,440	GENFARE
1,906,399	GFI
1,266,941	GFI
1,912,354	TRANSENTRY
1,967,249	TRIM
1,912,353	VENDSTAR
1,628,065	VENDSTAR
1,530,570	B-PAK
1,772,202	TIMEMASTER
0,837,941	LINDBERG
0,769,462	AUTOLADLE
1,333,007	BLUE M
0,784,021	CARBOTROL
0,849,818	COMPACT
0,874,188	CORRTHERM
0,361,948	CYCLONE
0,920,510	CZERBIDE
0,928,092	CZERBLOX
1,814,446	ENGINEERED CERAMICS

509265-0608-02905-A04QL3NA-ASG

Registration No.	*Name of Trademark*
1,118,714	FRICTION-AIRE
0,774,982	HEVI-DUTY
0,694,854	HEVI-DUTY
1,550,861	HOLIMESY
0,346,213	HOMOCARB
0,345,768	HOMOCARB
0,256,076	HOMO
1,159,005	HUMID-FLOW
0,882,525	HYAM
0,733,779	HYCARB
0,740,639	HYCOR
0,885,003	HYEN
0,885,403	HYNI
0,733,778	HYZIRC
1,281,443	ISOBRITE
1,125,335	ISOVAC
0,836,723	LINDBERG HEVI-DUTY
0,663,864	M
0,651,674	M
0,656,420	M
1,475,702	M

509265-0608-02905-A04QL3NA-ASG

Registration No.	*Name of Trademark*
0,889,047	MEMORY RING
1,292,659	MOBILPAGE
0,991,864	MOLDATHERM
0,692,341	MULTIPLE UNIT
0,913,431	PACEMAKER
0,741,884	POWER-O-MATIC 60
1,712,616	PRO-MASTER
0,744,444	QUENCH-GUARD
1,141,110	RAD-O-GLOW
2,130,449	SINTER-ALL
1,113,086	STABIL-GLOW
0,627,293	STABIL-THERM
0,650,441	TEMPERITE
1,946,114	TREET-ALL
0,684,694	TRICARB
1,875,887	TURBO-MELTER
1,123,665	ULTRA-TEMP
0,315,516	VAPOCARB
0,882,491	VERSA-RANGE
1,143,253	VERSA-WHIRL

SCHEDULE B

U.S. Trademark Applications

Application No.	*Name of Trademark*
75-553193	LINDBERG/MPH
75-651263	STRATA-FAZ

509265-0608-02905-A04QL3NA-ASG