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 2415 Frame 0572)

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:	SPX Dock Products, Inc. (formerly known as Kelley Company, Inc.)
Street Address:	13515 Ballantyne Corporate Place
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2132215	APS RESOURCE
Registration Number:	1830917	AUTO CHOCK
Registration Number:	2138537	AUTO CHOCK
Registration Number:	2403194	
Registration Number:	2189917	THE DOCK DOCTOR
Registration Number:	2416219	DOCK STUFR
Registration Number:	2344058	FLEXFRAME
Registration Number:	1969596	FX
Serial Number:	76027055	FX-C
Serial Number:	75903777	HYDRAULICPLUS
Registration Number:	2315971	KELLEY
Registration Number:	808241	KELLEY
Registration Number:	960712	KELLEY

OP $640.00 2132215

Registration Number:	1391367	KELLEY
Registration Number:	1921503	KELLEY
Registration Number:	1340142	KWIK-PLATE
Registration Number:	2394597	PASSPORT
Registration Number:	2318449	STAR
Registration Number:	1446073	TRUK ALERT
Registration Number:	1318919	TRUK STOP
Registration Number:	1303703	TS-55
Registration Number:	1315801	TUFSEAL
Serial Number:	75431381	TUFSTEEL
Registration Number:	2189886	WEARMASTER
Registration Number:	2274999	WEATHERALL

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: 4

source=2415572_#page1.tif

source=2415572_#page2.tif

source=2415572_#page3.tif

source=2415572_#page4.tif

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 SPX Dock Products, Inc. (formerly known as Kelley Company, Inc.), a Wisconsin 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 002415 and Frame 0572; 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
2132215	APS RESOURCE
1830917	AUTO CHOCK
2138537	AUTO CHOCK
2403194	Design
2189917	THE DOCK DOCTOR
2416219	FLEX BACK
2344058	FLEXFRAME
1969596	FX
76/027,055 ITU	FX-C
75/903,777 ITU	HYDRAULICPLUS
2315971	KELLEY
808241	KELLEY + design
960712	KELLEY + design
1391367	KELLEY + design
1921503	KELLEY + design
1340142	KWIK-PLATE
2394597	PASSPORT
2318449	STAR
1446073	TRUK ALERT
1318919	TRUK STOP
1303703	TS-55
1315801	TUFSEAL
75/431,381 ITU	TUFSTEEL
2189886	WEARMASTER
2274999	WEATHERALL

509265-0608-02942-NY03.2098509.4