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 0178)

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 SPX 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: 80

Property Type	Number	Word Mark
Registration Number:	2096729	CCD/WIN
Registration Number:	520758	KENT MOORE
Registration Number:	650045	KENT-MOORE
Registration Number:	263496	KENT-MOORE
Registration Number:	1122596	PORTA-TOOL
Registration Number:	1980759	SENTINEL
Registration Number:	1453713	SMART ENGINE ANALYZER
Registration Number:	1190487	SMART SCOPE
Registration Number:	1330685	TACH-N-TIME
Registration Number:	741948	TEL-A-MATIC
Registration Number:	1073513	TELATRONIC
Registration Number:	784423	TRU-TOE
Registration Number:	2029560	VACUCHEK

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Registration Number:	1984971	TTK TOLEDO TRANS-KIT
Registration Number:	984907	OTC
Registration Number:	992782	OTC
Registration Number:	992814	OTC
Registration Number:	994271	OTC
Registration Number:	1241811	OTC SERVICE TOOLS
Registration Number:	1189120	OTC HYTEC
Registration Number:	1154582	OTC POWER TEAM
Registration Number:	778480	ADJUSTA GRIP
Registration Number:	787100	DUALMASTER
Registration Number:	1769699	EQUALIFT
Registration Number:	1243965	4 IN ONE
Registration Number:	1570460	FOUR IN ONE
Registration Number:	1819691	FOUR IN ONE
Registration Number:	1345595	HEAVYWEIGHT
Registration Number:	1750993	LIFETIME MARATHON WARRANTY
Registration Number:	789632	MOTOR-ROTOR
Registration Number:	941962	NOZL RATER
Registration Number:	1048887	OPEN-THROAT
Registration Number:	947031	OPEN-THROAT
Registration Number:	939781	OPEN-THROAT
Registration Number:	779834	PORTABRAKE
Registration Number:	1139382	POSI-CHECK
Registration Number:	795105	POWER-TWIN
Registration Number:	1164397	THE REVOLVER
Registration Number:	779423	SLIM-TWINS
Registration Number:	716805	VANGUARD
Registration Number:	837522	VANGUARD JR.
Registration Number:	1754845	POWER TEAM
Registration Number:	1521541	POWER TEAM
Registration Number:	987336	BOOSTER-PAC
Registration Number:	790292	GRIP-O-MATIC
Registration Number:	814810	LOAD-ROTOR
Registration Number:	1851302	QUARTER HORSE
Registration Number:	779422	PUSH-PULLER

Registration Number:	816382	ROLL-BED
Registration Number:	956467	ROLL-BED
Registration Number:	994638	HYTEC
Registration Number:	674169	ROBINAIR
Registration Number:	676939	ROBINAIR
Registration Number:	685110	ROBINAIR
Registration Number:	957170	ROBINAIR
Registration Number:	694227	DIAL-A-CHARGE
Registration Number:	1498159	SMART CART
Registration Number:	1741144	ENVIRO-CHARGE
Registration Number:	1723766	ENVIRO-GUARD
Registration Number:	1679171	VACUMASTER
Registration Number:	1186418	OTC
Registration Number:	1196686	OTC
Registration Number:	1245052	OTC
Registration Number:	1345665	OTC
Registration Number:	1241810	POWER TEAM
Registration Number:	1227349	POWER TEAM
Registration Number:	1155270	POWER TEAM
Registration Number:	1036630	POWER TEAM
Registration Number:	2075608	APT
Registration Number:	2111891	ADVANCED PERFORMANCE TECHNOLOGY
Serial Number:	75620763	SPX
Serial Number:	75596817	SPX DEALER EQUIPMENT AND SERVICES
Serial Number:	75656965	MINDREADER
Serial Number:	75575461	VALUE IMPROVEMENT PROCESS
Serial Number:	75554018	CONTECH
Serial Number:	75619003	OTC GTI SOFTWARE
Serial Number:	75610690	TASKTAMERS
Serial Number:	75651262	COOLTECH
Serial Number:	75537776	FILTRAN
Serial Number:	75768918	MILLER SPECIAL TOOLS

CORRESPONDENCE DATA

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

Total Attachments: 8
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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 SPX Development Corporation), a Delaware corporation 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 0178; 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.*
CCD/WIN	2,096,729
KENT-MOORE	0,520,758
KENT-MOORE	0,650,045
KENT-MOORE	0,263,496
PORTA-TOOL	1,122,596
SENTINEL	1,980,759
SMART ENGINE ANALYZER	1,453,713
SMART SCOPE	1,190,487
TACH-N-TIME	1,330,685
TEL-A-MATIC	0,741,948
TELATRONIC	1,073,513
TRU-TOE	0,784,423
VACUCHEK	2,029,560
TTK-TOLEDO TRANS-KIT	1,984,971
OTC	0,984,907
OTC	0,992,782
OTC	0,992,814
OTC	0,994,271
OTC SERVICE TOOLS	1,241,811
OTC HYTEC	1,189,120
OTC POWER TEAM	1,154,582

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Name of Trademark	*Registration No.*
ADJUSTA GRIP	0,778,480
DUALMASTER	0,787,100
EQUALIFT	1,769,699
4 IN ONE	1,243,965
FOUR IN ONE	1,570,460
FOUR IN ONE	1,819,691
HEAVYWEIGHT	1,345,595
LIFETIME MARATHON WARRANTY	1,750,993
MOTOR-ROTOR	0,789,632
NOZL RATER	0,941,962
OPEN-THROAT	1,048,887
OPEN-THROAT	0,947,031
OPEN-THROAT	0,939,781
PORTABRAKE	0,779,834
POSI-CHECK	1,139,382
POWER-TWIN	0,795,105
THE REVOLVER	1,164,397
SLIM-TWINS	0,779,423
VANGUARD	0,716,805
VANGUARD JR.	0,837,522
POWER TEAM	1,754,845

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Name of Trademark	*Registration No.*
POWER TEAM	1,521,541
BOOSTER-PAC	0,987,336
GRIP-O-MATIC	0,790,292
LOAD-ROTOR	0,814,810
QUARTER HOUSE	1,851,302
POWER TWIN	0,795,105
PUSH-PULLER	0,779,422
ROLL-BED	0,816,382
ROLL-BED	0,956,467
HYTEC	0,994,638
ROBINAIR	0,674,169
ROBINAIR	0,676,939
ROBINAIR	0,685,110
ROBINAIR	0,957,170
DIAL-A-CHARGE	0,694,227
SMART CART	1,498,159
ENVIRO-CHARGE	1,741,144
ENVIRO-GUARD	1,723,766
VACUMASTER	1,679,171
OTC	1,186,418
OTC	1,196,686

509265-0608-02905-A04QKQY7-ASG

Name of Trademark	*Registration No.*
OTC	1,245,052
OTC	1,345,665
POWER TEAM	1,241,810
POWER TEAM	1,227,349
POWER TEAM	1,155,270
POWER TEAM	1,036,630
APT	2,075,608
ADVANCE PERFORMANCE TECHNOLOGY	2,111,891

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SCHEDULE B

U.S. Trademark Applications

Name of Trademark	*Application No.*
SPX	75-620763
DEALER EQUIPMENT SPX	75-596817
MINDREADER	75-656965
VALUE IMPROVEMENT	75-575461
CONTECH	75-554018
OTC GTI SOFTWARE	75-619003
TASKTAMERS	75-610690
COOLTECH	75-651262
FILTRAN	75-537776
MILLER SPECIAL TOOLS	75-768918

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