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 2753 Frame 0451)

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:	Marley Engineered Products LLC
Street Address:	13515 Ballantyne Corporate Place
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2704405	GILLESPIE
Serial Number:	76315281	THE FACTORY FAN
Registration Number:	1307921	AG-TECH
Registration Number:	1093692	BERKO
Registration Number:	1117191	BERKO
Registration Number:	1807324	ENVIRONMENTAL-AIR-CURTAIN
Registration Number:	1538532	H.E.A.T. HYDRONICS EDUCATION AND TRAINING
Registration Number:	1246980	LEADING EDGE
Registration Number:	1774170	
Registration Number:	2362686	SMART-TRAC
Registration Number:	1113528	T
Registration Number:	1657037	THE-FACTORY-FAN
Registration Number:	1466285	GREAT ROOM

OP $690.00 2704405

Registration Number:	1483998	HANG SAFE
Registration Number:	1484170	LIBERTY COLLECTION
Registration Number:	1429147	LO ZONE
Registration Number:	1236168	POWER CAT
Registration Number:	2002549	ROSETTA
Registration Number:	1310983	SUPER CAT
Registration Number:	1403029	SWIRLWIND
Registration Number:	1242695	THE CHARLESTON FAN
Registration Number:	1356457	THE HEAT CYCLER
Registration Number:	1230994	THE OLDE SOUTH FAN
Registration Number:	1155478	THE PARLOUR FAN
Registration Number:	1483268	ULTRA FAN
Registration Number:	2243261	ALUMIPEX
Serial Number:	76505402	CLIP -N- FIT

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	509265/0608
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	12/09/2005

Total Attachments: 4

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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 Marley Engineered Products LLC, 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., 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 Grant of Security Interest in Trademark Rights dated as of November 13, 2003 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 November 25, 2003, at Reel 002753 and Frame 0451; 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, 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.

By: _____
Name:
Title: MARIAN N. SCHULMA
Managing Director

[Signature Page to Termination and Release]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
GILLESPIE	2,704,405
THE FACTORY FAN	76/315,281
AG-TECH	1,307,921
BERKO	1,093,692
BERKO AND DESIGN	1,117,191
ENVIRONMENTAL-AIR-CURTAIN	1,807,324
H.E.A.T. HYDRONICS EDUCATION AND TRAINING AND DESIGN	1,538,532
LEADING EDGE	1,246,980
DESIGN ONLY	1,774,170
SMART-TRAC	2,362,686
T AND DESIGN	1,113,528
THE-FACTORY-FAN	1,657,037
GREAT ROOM	1,466,285
HANG SAFE	1,483,998
LIBERTY COLLECTION	1,484,170
LO ZONE	1,429,147
POWER CAT	1,236,168
ROSETTA	2,002,549
SUPER CAT	1,310,983
SWIRLWIND	1,403,029
THE CHARLESTON FAN	1,242,695
THE HEAT CYCLER	1,356,457
THE OLDE SOUTH FAN	1,230,994
THE PARLOUR FAN	1,155,478
ULTRA FAN	1,483,268
ALUMIPEX	2,243,261
CLIP-N-FIT	76/505,402