

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Transfer		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPX Corporation		01/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Thermo Electron Corporation		
Street Address:	81 Wytham Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02454		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76300372	TOP	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028611654		
Email:	trademarks@bakerlaw.com, ccwik@bakerlaw.com		
Correspondent Name:	John H. Weber		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	87289.24		
NAME OF SUBMITTER:	John H. Weber		
Signature:	/s/ John H. Weber		
Date:	08/21/2006		

CH \$40.00 76300372

Total Attachments: 14

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), dated as of January 19, 2005, by and among SPX Corporation, a Delaware corporation ("SPX"), Kendro GP II, LLC, a Delaware limited liability company and wholly owned subsidiary of SPX ("Kendro GP II"), SPX Europe GmbH, a company organized under the laws of Germany and an indirect, wholly owned subsidiary of SPX ("SPX Europe"), General Signal Ireland B.V., a company organized under the laws of Netherlands and an indirect, wholly owned subsidiary of SPX ("GS Ireland"), and GSLE Development Corporation, a Delaware corporation and a direct, wholly owned subsidiary of SPX ("GSLE") (SPX, Kendro GP II, SPX Europe, GS Ireland and GSLE being referred to herein individually and collectively as "Seller"), and Thermo Electron Corporation, a Delaware corporation ("Thermo"), and Thermo Electron (Oberhausen) GmbH, a company organized under the laws of Germany and an indirect, wholly owned German subsidiary of Thermo ("Thermo Germany"); Thermo and Thermo Germany being referred to herein, individually and collectively, as "Purchaser").

WITNESSETH:

4.10. Intellectual Property Rights. Seller hereby grants to Purchaser and the Kendro Entities, effective upon the Closing, a non-exclusive right, for a period of five (5) years from the Closing Date, to use in all territories any intellectual property then owned by Seller and not listed on Schedule 2.14 of the Seller Disclosure Schedule that is required for use by any of the Kendro Entities in the ordinary course of business as of the Closing Date. Such grant is personal to Purchaser and the Kendro Entities and shall not be transferable to any other person without the prior written consent of Seller other than to customers as part of the sale of a product. The parties hereto understand that nothing in this Section 4.10 shall give Purchaser any right to use the trade name/trademark SPX and that, except as set forth in Section 5.2, Purchaser shall not have any right to use such trade name/trademark.

Seller Disclosure Schedule

This disclosure schedule (the "Seller Disclosure Schedule") sets forth exceptions to, and disclosures accompanying, the representations, warranties and covenants made by SPX Corporation, a Delaware corporation ("SPX"), Kendro GP II, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of SPX ("Kendro GP II"), SPX Europe GmbH, a company organized under the laws of Germany and an indirect, wholly owned subsidiary of SPX ("SPX Europe"), General Signal Ireland B.V., a company organized under the laws of Netherlands and an indirect, wholly owned subsidiary of SPX ("GS Ireland"), and GSLE Development Corporation, a Delaware corporation and a direct, wholly owned subsidiary of SPX ("GSLE") (SPX, Kendro GP II, SPX Europe, GS Ireland and GSLE being referred to herein, individually and collectively, as "Seller"), pursuant to the Purchase Agreement (the "Agreement"), dated as of January 19, 2004, by and among Seller and Thermo Electron Corporation, a Delaware corporation ("Thermo"), and Thermo Electron (Oberhausen) GmbH, a company organized under the laws of Germany and an indirect, wholly owned German subsidiary of Thermo ("Thermo Germany"; Thermo and Thermo Germany being referred to herein, individually and collectively, as "Purchaser"). Unless the context otherwise requires, all capitalized terms herein have the same meaning as defined in the Agreement.

1.1.1. See Schedule 1.5(b)(vi)(G), Item 1

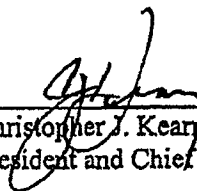
1.2. Trademark Report

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Assignee
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Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Assignee
TOP	US	Published	76/300,372	16-Aug-2001			* Kendro Laboratory Products, L.P.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SPX CORPORATION

By: 
Name: Christopher J. Kearney
Title: President and Chief Executive Officer

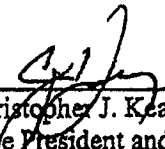
KENDRO GP II, LLC

By: _____
Name: Patrick J. O'Leary
Title: Vice President and Treasurer

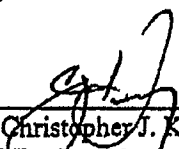
SPX EUROPE GmbH

By: _____
Name: _____
Title: _____

GENERAL SIGNAL IRELAND B.V.

By: 
Name: Christopher J. Kearney
Title: Vice President and Secretary

GSLE DEVELOPMENT CORPORATION

By: 
Name: Christopher J. Kearney
Title: Vice President and Secretary

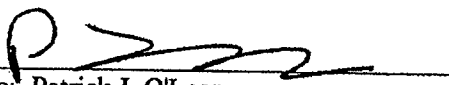
[Signature Page to the Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.


SPX CORPORATION

By: _____
Name: Christopher J. Kearney
Title: President and Chief Executive Officer

KENDRO GP II, LLC

By:  _____
Name: Patrick J. O'Leary
Title: Vice President and Treasurer

SPX EUROPE GmbH

By:  _____
Name: Patrick J. O'Leary
Title: Director

GENERAL SIGNAL IRELAND B.V.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

GSLE DEVELOPMENT CORPORATION

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

[Signature Page to the Purchase Agreement]

THERMO ELECTRON CORPORATION

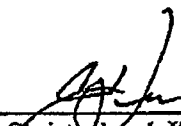
By: *M. Dekkers*
Name: Marijn Dekkers
Title: President & CEO

THERMO ELECTRON (OBERHAUSEN) GmbH

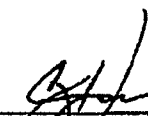
By: *Seth H. Hoggasian*
Name: SEAN H. HOGGASIAN
Title: ATTORNEY-IN-FACT

The undersigned hereby agree to be bound by the provisions of Section 12.4(f) of the foregoing Agreement effective as of the Closing, as though the undersigned were original signatories thereto.

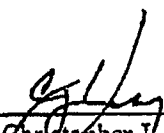
MEDICAL EQUIPMENT MAINTENANCE
COMPANY

By: 
Name: Christopher J. Kearney
Title: Vice President and Secretary

KEY SCIENTIFIC, INC.

By: 
Name: Christopher J. Kearney
Title: Vice President and Secretary

CRYONIX, INC.

By: 
Name: Christopher J. Kearney
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS GmbH

By: _____
Name:
Title:

[Signature Page to the Purchase Agreement]

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**MEDICAL EQUIPMENT MAINTENANCE
COMPANY**

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary


KEY SCIENTIFIC, INC.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

CRYONIX, INC.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS GmbH

By:  _____
Name: Dennis Pope
Title: Director

[Signature Page to the Purchase Agreement]

KENDRO LABORATORY PRODUCTS AG

By: 

Name: Uwe Ditzen
Title: Managing Director

By: _____

Name:
Title:

NIPPON KENDRO KK

By: _____

Name: Jeffrey Johnston
Title:

KENDRO LABORATORY PRODUCTS (GP), INC.

By: _____

Name: Christopher J. Kearney
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY
PRODUCTS (GP), INC. its General
Partner

By: _____

Name: Christopher J. Kearney
Title: Vice President and Secretary

[Signature Page to the Purchase Agreement]

KENDRO LABORATORY PRODUCTS AG

By: _____
Name: Uwe Ditzen
Title: Managing Director

By: [Signature]
Name: Romano Walser
Title: FINANCE CONTROLLER

NIPPON KENDRO KK

By: _____
Name: Jeffrey Johnston
Title:

KENDRO LABORATORY PRODUCTS (GP), INC.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY
PRODUCTS (GP), INC. its General
Partner

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

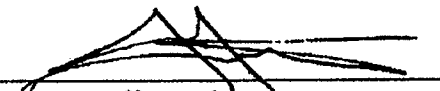
[Signature Page to the Purchase Agreement]

KENDRO LABORATORY PRODUCTS AG

By: _____
Name: Uwe Ditzen
Title: Managing Director

By: _____
Name: Christopher J. Kearney
Title:

NIPPON KENDRO KK

By: 
Name: Jeffrey Johnston
Title: Senior Vice President Latin
America Asia Pacific

KENDRO LABORATORY PRODUCTS (GP), INC.

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY
PRODUCTS (GP), INC. its General
Partner

By: _____
Name: Christopher J. Kearney
Title: Vice President and Secretary

[Signature Page to the Purchase Agreement]

KENDRO LABORATORY PRODUCTS AG


By: _____
Name:
Title:

By: _____
Name:
Title:

NIPPON KENDRO KK

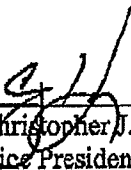
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Name: Christopher J. Kearney
Title: Vice President and Secretary

[Signature Page to the Purchase Agreement]