

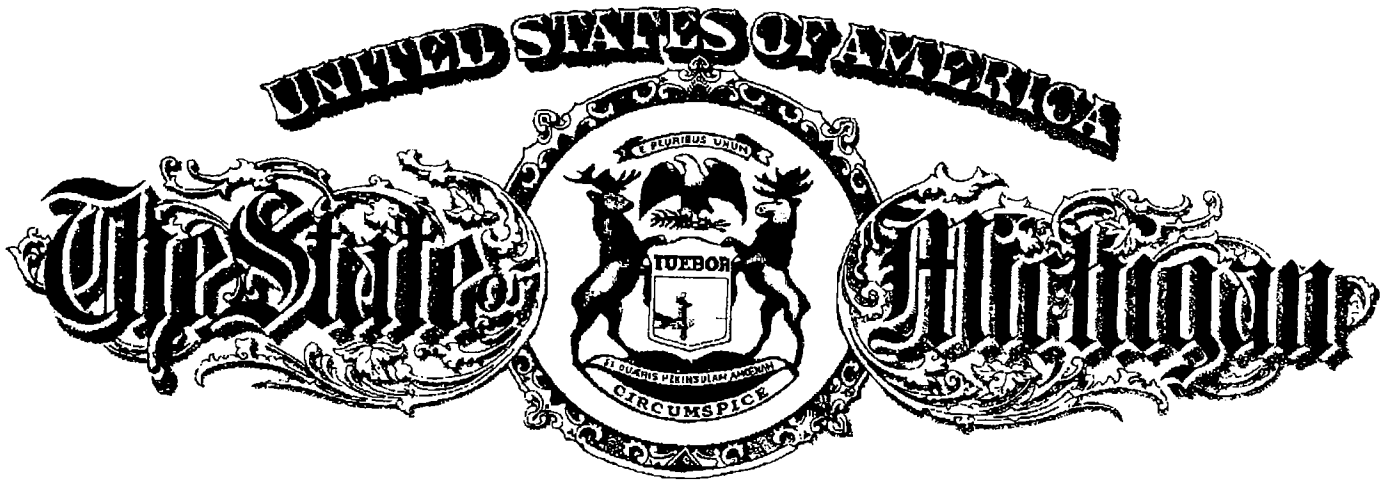
TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/23/2008		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	Engineering Analysis Associates, Inc.		10/23/2008
			CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	SPX Corporation		
Street Address:	13515 Ballantyne Coporate Place		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2626140	EAA ENGINEERING ANALYSIS ASSOCIATES
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
Phone:	2028611500		
Email:	trademarks@bakerlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	John Weber		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	87400.32		
NAME OF SUBMITTER:	John H. Weber		

CH \$40.00 2626140

Signature:	/John H. Weber/
Date:	03/12/2012
Total Attachments: 10 source=Engineering Analysis Assoc with and into SPX Corporation#page1.tif source=Engineering Analysis Assoc with and into SPX Corporation#page2.tif source=Engineering Analysis Assoc with and into SPX Corporation#page3.tif source=Engineering Analysis Assoc with and into SPX Corporation#page4.tif source=Engineering Analysis Assoc with and into SPX Corporation#page5.tif source=Engineering Analysis Assoc with and into SPX Corporation#page6.tif source=Engineering Analysis Assoc with and into SPX Corporation#page7.tif source=Engineering Analysis Assoc with and into SPX Corporation#page8.tif source=Engineering Analysis Assoc with and into SPX Corporation#page9.tif source=Engineering Analysis Assoc with and into SPX Corporation#page10.tif	

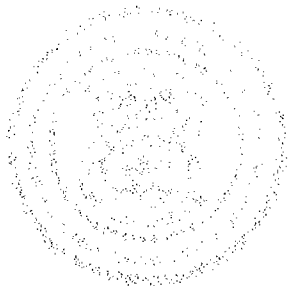


Michigan Department of Labor & Economic Growth

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of October, 2008

Andrew L. Mitchell, Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received OCT 27 2008	(FOR BUREAU USE ONLY)
	FILED OCT 27 2008
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Clark Hill PLC - Attn John Hensien	Administrator BUREAU OF COMMERCIAL SERVICES
Address 500 Woodward Avenue, Suite 3500	
City Detroit State MI ZIP Code 48226	EFFECTIVE DATE:
	Expiration date for new assumed names: December 31.
	Expiration date for transferred assumed names appear in Item 6

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF MERGER
For use by Parent and Subsidiary Profit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Certificate:

1. a. The name of each constituent corporation and its identification number is:

SPX Corporation	629202
Engineering Analysis Associates, Inc.	149-066

b. The name of the surviving corporation and its identification number is:

SPX Corporation	629202
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c. For each subsidiary corporation, state:

Name of corporation	Number of outstanding shares in each class	Number of shares owned by the parent corporation in each class
Engineering Analysis Associates, Inc.	2,000 common	2,000 common

\$150.00 VS/HJ 115320

d. The manner and basis of converting the shares of each constituent corporation is as follows:

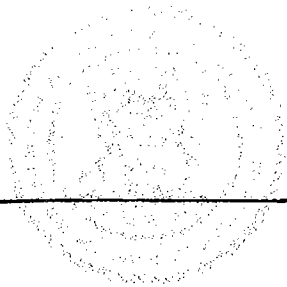
See attached Plan of Merger

e. The amendments to the Articles or a Restatement of the Articles of Incorporation of the surviving corporation to be effected by the merger are as follows:

None

f. Other provisions with respect to the merger are as follows:

None



2. The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

3. (Delete if not applicable)

The consent to the merger by the shareholders of the subsidiary corporation was obtained pursuant to its Articles of Incorporation. (Such consent is necessary if the Articles of Incorporation require approval of the merger by the vote of the holders of more than the percentage of the shares owned by the parent corporation.)

4. (Delete if not applicable)

~~The consent to the merger by the shareholders of the parent corporation was obtained. (Such consent is necessary if its Articles of Incorporation require shareholder approval of the merger, the plan of merger amends its Articles of Incorporation, or a subsidiary is to be the surviving corporation.)~~

5. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger shall be effective on the _____ day of _____, _____.

Signed this 23rd day of October, 2008

SPX Corporation

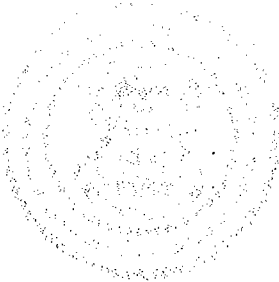
(Name of parent corporation)

By _____

(Signature of an authorized officer or agent)

Patrick J. O'Leary

(Type or Print Name)



AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

SPX CORPORATION

AND

ENGINEERING ANALYSIS ASSOCIATES, INC.

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 23rd day of October 2008, in accordance with §253 of the Delaware General Corporation Law (the "DGCL") and Sections 711 and 735 of the Michigan Business Corporation Act (the "MBCA"), by and between SPX CORPORATION, a Delaware corporation ("SPX"), and ENGINEERING ANALYSIS ASSOCIATES, INC., a Michigan corporation and a wholly owned direct subsidiary of SPX ("EAA").

WHEREAS, the board of directors of SPX has determined and declared that the Merger (as defined in Section 1.1), upon the terms and subject to the conditions set forth in this Agreement, is advisable and in the best interests of each corporation and its respective stockholders;

WHEREAS, the board of directors of SPX has authorized and approved this Agreement and the Merger;

WHEREAS, immediately prior to the Merger, the authorized and issued capital stock of EAA will consist of 2,000 shares of common stock, par value \$1.00 per share, and the authorized and issued capital stock of SPX will consist of [54,181,362] shares of common stock, without par value;

WHEREAS, SPX is the sole stockholder of EAA;

WHEREAS, pursuant to Section 711 of the MBCA, neither the shareholders of SPX nor the shareholders of EAA are entitled or required to vote to approve the Merger; and

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the date hereof and prior to the consummation of the Merger, Valley Forge Technical Information Services, Inc., a Michigan corporation and a wholly owned direct subsidiary of SPX, will merge with and into EAA, with EAA as the surviving entity (the "Valley Forge/EAA Merger").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:



SECTION 1. Merger; Effective Time.

1.1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), EAA shall be merged with and into SPX and the separate corporate existence of EAA shall thereupon cease (the "Merger"). SPX shall be the surviving corporation of the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware and the separate corporate existence of the Surviving Corporation with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in this Agreement, the DGCL and the MBCA.

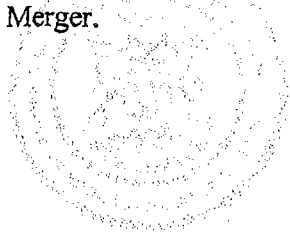
1.2. Effective Time. The Merger shall be effective as of the later of (a) the filing with the Secretary of State of the State of Delaware of a certificate of ownership and merger meeting the requirements of §253 of the DGCL, (b) the filing with the Department of Labor and Economic Growth of the State of Michigan of a certificate of merger meeting the requirements of the MBCA (collectively, the "Certificates"), (c) the time immediately following the Valley Forge/EAA Merger and (d) such later date and/or time as may be set forth in the Certificates (the "Effective Time").

1.3. Articles of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time, (a) the certificate of incorporation of SPX, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until duly amended in accordance with applicable law and (b) the bylaws of SPX, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until duly amended in accordance with applicable law.

1.4. Directors and Officers of the Surviving Corporation. From and after the Effective Time, (a) the directors of SPX immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and (b) the officers of SPX immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case subject to the applicable provisions of the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by law.

1.5. Assumed Name. From and after the Effective Time, SPX will adopt and maintain the use of the name "Engineering Analysis Associates" as an assumed name.

SECTION 2. Treatment of Stock of SPX and EAA in the Merger. At the Effective Time, by virtue of the Merger and without any action by any party, (a) each share of common stock of EAA outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be cancelled and (b) each issued and outstanding share of common stock of SPX, and all rights in respect thereof, shall remain issued and outstanding and represent a share of common stock of the Surviving Corporation with the identical designation, preferences, limitations and relative rights after the Merger as such share of common stock had prior to the Merger.



SECTION 3. Succession. At the Effective Time, the Surviving Corporation shall succeed, without other transfer, to all rights, privileges, powers, franchises and property of the constituent corporations to the Merger, and shall be subject to all the debts, liabilities and duties of each of the constituent corporations to the Merger in the same manner as if the Surviving Corporation had itself incurred them, all with the effect set forth in the DGCL and the MBCA.

SECTION 4. Representations and Warranties of EAA. EAA hereby represents and warrants to SPX that:

4.1. Organization and Standing. EAA is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and has all requisite corporate power and authority and governmental authorizations to own, operate, lease and otherwise hold its assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification.

4.2. Power. EAA has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to consummate the Merger contemplated herein. This Agreement has been duly and validly executed and delivered by EAA and (assuming due authorization, execution and delivery by SPX) constitutes a valid and binding obligation of EAA, enforceable against EAA in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

SECTION 5. Representations and Warranties of SPX. SPX hereby represents and warrants to EAA that:

5.1. Organization and Standing. SPX is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority and governmental authorizations to own, operate, lease and otherwise hold its assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification.

5.2. Power. SPX has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to consummate the Merger contemplated herein. This Agreement has been duly and validly executed and delivered by SPX and (assuming due authorization, execution and delivery by EAA) constitutes a valid and binding obligation of SPX, enforceable against SPX in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

5.3. Authorization; No Breach. The execution and delivery of this Agreement and the performance by SPX of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors of SPX, and no other corporate proceedings

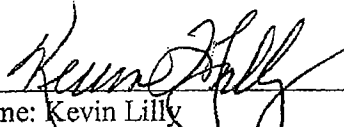
on the part of SPX are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the Merger contemplated herein.

SECTION 6. Abandonment. The board of directors of SPX may abandon the Merger prior to filing the Certificates.




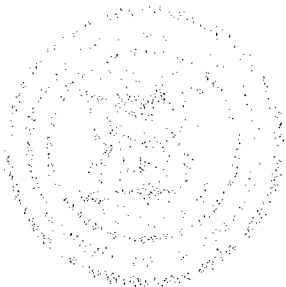
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

SPX CORPORATION

By: 
Name: Kevin Lilly
Title: Senior Vice President, Secretary
and General Counsel

ENGINEERING ANALYSIS ASSOCIATES,
INC.

By: 
Name: Patrick O'Leary
Title: Director



[Signature Page to Merger Agreement between SPX and EAA]