

10-11-2001

ikedFORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Flair-New Castle, Inc.**

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 10, 2001

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Collateral Agent
 Internal Address: _____
 Street Address: P.O. Box 2558
 City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

10/9/01
Date

Total number of pages comprising cover sheet: 7

10/12/2001 6TON11 00000019 1456319

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002380 FRAME: 0508

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
1,456,319	COMPU-PURGE
885,460	DE
1,033,774	DEL-MONOX
1,371,184	DELTECH
1,684,367	HYDROBLOC
1,767,357	HYDROCLEAN
1,367,485	HYDROGARD
1,337,767	PYRAMID 2000
1,724,613	TRIAD

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 10, 2001 is made by FLAIR-NEW CASTLE, INC., a Delaware corporation (the "Obligor"), in favor of THE CHASE MANHATTAN BANK, as Collateral Agent (the "Collateral Agent") for the several 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 further 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 Chase Manhattan Bank, as Administrative Agent, Bank of America, N.A., Fleet National Bank and The Bank of Nova Scotia, as Documentation Agents, and Bank One, NA, as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Obligor and certain other subsidiaries of the Parent Borrower have become parties to the Guarantee and Collateral Agreement, dated as of October 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties referred to in the Guarantee and Collateral Agreement (the "Secured Parties");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

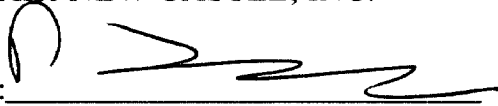
WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FLAIR-NEW CASTLE, INC.

By: 
Name:
Title:

THE CHASE MANHATTAN BANK
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FLAIR-NEW CASTLE, INC.

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK
as Collateral Agent

By:  _____
Name: J. Ruyter
Title: Vice President

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
1,456,319	COMPU-PURGE
885,460	DE
1,033,774	DEL-MONOX
1,371,184	DELTECH
1,684,367	HYDROBLOC
1,767,357	HYDROCLEAN
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