

10-24-2002

10-16-02

FORM PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102259954

Resubmit

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

1. Name of conveying party(ies): **MRD 10-16-02**
Kendro Laboratory Products, L.P. (DE Limited Partnership)

2. Name and address of receiving party(ies):
Name: The Chase Manhattan Bank, as Collateral Agent

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

Additional name(s) & addresses attached? Yes No

Execution Date: October 23, 2001

4. Application number(s) or patents number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) See Attached Continuation of Item 4

B. Patent No.(s) See Attached Continuation of Item 4

Additional numbers attached? Yes No

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

6. Total number of applications and patents involved: 100

Name: Alison J. Winick, Esq.

7. Total fee (37 CFR 3.41): \$ 4,000.00

Internal Address: Simpson Thacher & Bartlett

Enclosed

Authorized to be charged to credit card

Street Address: 425 Lexington Avenue

8. Deposit account number: _____

City: New York State: NY ZIP: 10017

10/24/2002 DBYRME 00000157 5328441

DO NOT USE THIS SPACE

01 EC:0021 4000.00 DP

9. Signature.
Alison J. Winick
Name of Person Signing

Alison J. Winick
Signature

10/15/02
Date

Total number of pages including cover sheet, attachments, and documents: 14

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

PATENT
REEL: 013386 FRAME: 0172

CONTINUATION OF ITEM NUMBER 4 FROM RECORDATION COVER SHEET

PATENT NUMBER	PATENT NUMBER	PATENT NUMBER	APP. NUMBER	PCT NUMBER
5,328,441	4,435,169	5,287,265	09/334,956	PCT/US87/0322
5,823,937	4,484,907	5,338,283	09/547,285	PCT/US91/0917
5,674,174	4,507,110	5,600,076	09/606,983	PCT/US92/0998
5,733,238	4,571,238	5,650,578	09/728,807	PCT/US96/1949
5,356,367	4,552,278	5,261,252	60/233,975	PCT/US96/1429
5,425,698	4,659,325	5,935,052		PCT/US97/1724
5,743,840	5,562,584	5,562,554		PCT/US98/07050
4,190,196	5,545,118	5,362,300		PCT/US00/16619
4,120,450	4,675,001	5,600,192		PCT/US00/40290
4,142,138	4,690,669	5,484,381		
4,190,530	4,701,157	5,558,616		
4,214,993	4,666,424	5,512,030		
4,423,699	4,718,885	5,518,130		
4,166,573	5,071,402	5,591,114		
4,222,513	4,753,630	5,624,370		
4,269,042	4,753,631	5,789,831		
4,413,771	4,764,162	5,721,676		
4,413,772	5,037,371	4,455,461		
4,413,773	4,903,191	4,817,453		
4,314,523	4,827,196	4,890,947		
4,377,235	5,013,953	5,562,583		
4,451,250	5,265,323	5,740,185		
4,344,563	4,857,811	5,921,150		
4,398,905	5,399,144	6,063,017		
4,509,940	5,295,943			
4,511,350	5,382,220			
4,327,661	5,235,864			
4,390,825	5,279,538			
4,306,514	5,538,492			
4,451,248	5,236,409			
4,431,423	5,362,293			

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of July 23, 2001 is made by KENDRO LABORATORY PRODUCTS, L.P., a Delaware limited partnership (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.

WITNESSETH:

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 Patents; 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.

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PATENT
REEL: 013386 FRAME: 0174

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Collateral Agent and the other Secured Parties to secure payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

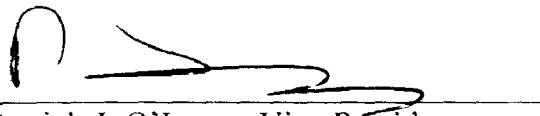
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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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.

KENDRO LABORATORY PRODUCTS, L.P.

By: Revco Technologies, Inc., its general partner

By: 
Patrick J. O'Leary, Vice President

THE CHASE MANHATTAN BANK, as
Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

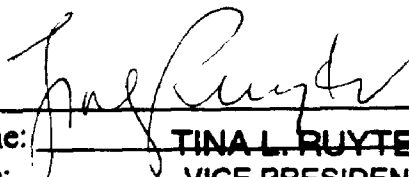
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KENDRO LABORATORY PRODUCTS, L.P.

By: Revco Technologies, Inc., its general partners

By: _____
Patrick J. O'Leary, Vice President

JPMORGAN CHASE BANK (formerly THE CHASE MANHATTAN BANK), as Administrative Agent for the Lenders

By:  _____
Name: TINA L. RUYTER
Title: VICE PRESIDENT

SCHEDULE A

Country	Patent Number/Application Number	Filing Date	Issue Date
US	5328441		12-Jul-1994
EP	96938767.9	01-Nov-1996	
JP	09-517620	01-Nov-1996	
US	5823937		20-Oct-1998
US	5674174		07-Oct-1997
CN	96198442.2	24-Oct-1996	
EP	96937897.5	21-Oct-1996	
JP	09-516868	24-Oct-1996	
US	5733238		31-Mar-1998
US	5356367		18-Oct-1994
US	5425698		20-Jun-1995
US	5743840		28-Apr-1998
US	4190196		26-Feb-1980
CA	1084019		19-Aug-1980
US	4120450		17-Oct-1978
CA	1096440		24-Feb-1981
US	4142138		27-Feb-1979
US	4190530		26-Feb-1980
US	4214993		29-Jul-1980
CA	1135668		16-Nov-1982
US	4423699		03-Jan-1984
US	4166573		04-Sep-1979
US	4222513		16-Sep-1980
US	4269042		26-May-1981
CA	1161003		24-Jan-1984

Country	Patent Number/Application Number	Filing Date	Issue Date
CA	1161004		24-Jan-1984
US	4413771		08-Nov-1983
US	4413772		08-Nov-1983
US	4413773		08-Nov-1983
US	4314523		09-Feb-1982
US	4377235		02-Nov-1982
US	4451250		29-May-1984
CA	1157440		22-Nov-1983
US	4344563		17-Aug-1982
US	4398905		16-Aug-1983
US	4509940		09-Apr-1985
US	4511350		16-Apr-1985
CA	1167815		22-May-1984
US	4327661		04-May-182
CA	1199999		28-Jan-1986
US	268817 (pending)	01-Jun-1981	
US	1174756		18-Sep-1984
US	4390825		28-Jun-1983
CA	1169829		26-Jun-1984
US	4306514		22-Dec-1981
CA	1181548		26-Mar-1985
JP	1840604		22-Nov-1990
US	4451248		29-May-1984
CA	1190906		23-Jul-1985
US	4431423		14-Feb-1984
EP	0104600		16-Mar-1988
US	4435169		06-Mar-1984
US	4484907		27-Nov-1984
CA	1234790		05-Apr-1988
US	4507110		26-Mar-1985

Country	Patent Number/Application Number	Filing Date	Issue Date
CA	1234789		05-Apr-1988
US	4571238		18-Feb-1986
CA	1255628		13-Jun-1989
DE	3575683		31-Jan-1990
EP	0181550		31-Jan-1990
FR	0181550		31-Jan-1990
JP	1923091		25-Apr-1995
US	4552278		12-Nov-1985
US	4659325		21-Apr-1987
CA	1258839		29-Aug-1989
CA	1247069		20-Dec-1988
CA	1260899		26-Sep-1989
EP	96917265.9 (pending)		
US	5562584		08-Oct-1996
US	5545118		13-Aug-1996
CA	1257575		18-Jul-1989
US	4675001		23-Jun-1987
DE	3672768		
EP	0224238		18-Jul-1990
GB	86116329.3 (pending)		
US	4690669		01-Sep-1987
US	4701157		20-Oct-1987
US	4666424		19-May-1987
US	4718885		12-Jan-1988
DE	3768182		27-Feb-1991
EP	0258652		27-Feb-1991
FR	0258652		27-Feb-1991
JP	2097054		02-Oct-1996
US	5071402		10-Dec-1991
US	4753630		28-Jun-1988
US	4753631		28-Jun-1988

Country	Patent Number/Application Number	Filing Date	Issue Date
DE	3771303		10-Jul-1991
FR	0266706		10-Jul-1991
JP	1565627		25-Jun-1990
US	4764162		16-Aug-1988
CA	1310396		17-Nov-1992
DE	3787475		15-Sep-1993
EP	0334897		15-Sep-1993
FR	0334897		15-Sep-1993
JP	1966961		18-Sep-1995
US	5037371		06-Aug-1991
WO	PCT/US87/0322		09-Dec-1987
CA	1295010		28-Jan-1992
DE	3884587		29-Sep-1993
EP	0321920		29-Sep-1993
FR	0321920		29-Sep-1993
JP	2124104		20-Dec-1996
US	4903191		20-Feb-1990
DE	3889430		04-May-1994
EP	0318938		04-May-1994
FR	0318938		04-May-1994
JP	2545126		25-Jul-1996
US	4827196		02-May-1989
CH	0368173		27-Jul-1995
DE	68921695		27-Jul-1995
EP	0368173		15-Mar-1995
FR	0368173		15-Mar-1995
GB	0368173		15-Mar-1995
LI	0368173		15-Mar-1995
DE	68927549.8-08		11-Dec-1996
EP	0441792		11-Dec-1996
FR	0441792		11-Dec-1996

Country	Patent Number/Application Number	Filing Date	Issue Date
JP	2118862		06-Dec-1996
DE	69027986		31-Jul-1996
EP	0461183		31-Jul-1996
US	5013953		07-May-1991
US	5265323		30-Nov-1993
DE	68902339		05-Aug-1992
EP	0335278		05-Aug-1992
FR	0335278		05-Aug-1992
GB	0335278		05-Aug-1992
IT	0335278		05-Aug-1992
JP	2610045		13-Feb-1997
US	4857811		15-Aug-1989
DE	69028549.3		11-Sep-1996
DE	69412700.0-08	25-Aug-1998	
JP	2777283		16-Jul-1998
JP	2030120		19-Mar-1996
US	5399144		21-Mar-1995
US	5295943		22-Mar-1994
US	5382220		17-Jan-1995
DE	0570391		
EP	0570391		28-Nov-1997
FR	0570391		
JP	2756038		25-May-1998
US	5235864		17-Aug-1993
WO	PCT/US91/0917	18-Dec-1991	
EP	96930722.2		
JP	512005/1997		
EP	0612269		28-Jan-1998
FR	0612269		28-Jan-1998
JP	2777284		16-Jul-1998
US	5279538		18-Jan-1994

Country	Patent Number/Application Number	Filing Date	Issue Date
WO	PCT/US92/0998	18-Nov-1992	
US	5538492		23-Jul-1996
DE	69225407.2-08		
EP	0609381		06-May-1998
JP	508585/1993	29-Oct-1992	
US	5236409		17-Aug-1993
US	5362293		08-Nov-1994
DE	0625073		30-Jul-1997
EP	0625073		30-Jul-1997
FR	0625073		30-Jul-1997
JP	514163/1993	02-Feb-1993	
US	5287265		15-Feb-1994
DE	69312200.5-08		
EP	0591838		16-Jul-1997
FR	0591838		16-Jul-1997
JP	254394/1993	12-Oct-1993	
US	5338283		16-Aug-1994
DE	0694335		31-May-2000
EP	0694335		31-May-2000
FR	0694335		31-May-2000
JP	215256/1995	31-Jul-1995	
US	5600076		04-Feb-1997
US	5650578		22-Jul-1997
US	5261252		16-Nov-1993
DE	0626206		21-Jul-1999
EP	0626206		21-Jul-1999
FR	0626206		21-Jul-1999
GB	0626206		21-Jul-1999
JP	115686-1994	27-May-1994	
US	5935052		10-Aug-1999
DE	69309597.0-08		30-Sep-1993

Country	Patent Number/Application Number	Filing Date	Issue Date
EP	0591839		09-Apr-1997
FR	0591839	30-Sep-1993	
JP	254395-1993	12-Oct-1993	
US	5562554		08-Oct-1996
DE	0626205		07-Apr-1999
EP	0626205		07-Apr-1999
FR	0626205		07-Apr-1999
JP	115687/1994		07-Apr-1999
US	5362300		08-Nov-1994
US	5600192		04-Feb-1997
DE	0709139		31-May-2000
EP	0709139		31-May-2000
FR	0709139		31-May-2000
JP	254072/1995		29-Sep-1995
US	5484381		16-Jan-1996
US	5558616		24-Sep-1996
JP	2702693		21-Jan-1998
US	5512030		30-Apr-1996
US	5518130		21-May-1996
JP	3150984		19-Jan-2001
JP	3150983		19-Jan-2001
US	5591114		07-Jan-1997
US	5624370		29-Apr-1997
EP	96942925.7		10-Dec-1996
JP	522858/1997		10-Dec-1996
US	5789831		04-Aug-1998
WO	PCT/US96/1949	10-Dec-1996	
EP	96932180.1		
JP	515805/1997		
US	5721676		24-Feb-1998
WO	PCT/US96/1429	05-Sep-1996	

Country	Patent Number/Application Number	Filing Date	Issue Date
US	4455461		19-Jun-1984
CA	1270665		26-Jun-1990
US	4817453		04-Apr-1989
US	4890947		02-Jan-1990
US	5562583		08-Oct-1996
EP	97954876.5	25-Sep-1997	
JP	518336/1998	25-Sep-1997	
US	5740185		14-Apr-1998
WO	PCT/US97/1724	25-Sep-1997	
DE	19802950.0	27-Jan-1998	
FR	9800854	27-Jan-1998	
JP	16154/1998	28-Jan-1998	
US	5921150		13-Jul-1999
EP	98915396.0	10-Apr-1998	
JP	10-543110	10-Apr-1998	
US	6063017		16-May-2000
WO	PCT/US98/07050	10-Apr-1998	
US	09/334956	17-Jun-1999	
WO	PCT/US00/16619	16-Jun-2000	
US	09/547285	11-Apr-2000	
US	09/606983	29-Jun-2000	
WO	PCT/US00/40290	30-Jun-2000	
US	09/728807	02-Dec-2000	
US	60/233975	20-Sep-2000	