

11-08-2002

RECORDATION FORM C  
1-31-92 Patent and Trademark Office

DOCKET NO.: 87297.1001

102276190  
PATENTS ONLY

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

1. Name of conveying party(ies): The Chase Manhattan Bank  Additional name(s) of conveying party(ies) attached? <u>Yes</u> <u>X</u> No  3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u>  Execution Date: <u>October 18, 2002</u>	2. Name and address of receiving party(ies): Name: <u>Sunflower Manufacturing Company, Inc.</u>  Internal Address: _____  Street Address: <u>No. 1 Sunflower Drive</u> <u>P.O. Box 566</u>  City: <u>Beloit</u> State/Country: <u>KS</u> ZIP: <u>67420</u>  Additional name(s) & address(es) attached? <u>Yes</u> <u>X</u> No
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Application number(s) or patent number(s):  If the document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s).  B. Patent No(s). <u>5,632,343</u> 5,516,253 <u>5,626,196</u> 5,299,856 <u>6,158,523</u>  Additional numbers attached? <u>Yes</u> <u>X</u> No
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>BAKER &amp; HOSTETLER LLP</u>  Internal Address: _____  Street Address: <u>Washington Square, Suite 1100,</u> <u>1050 Connecticut Avenue, N.W.</u>  City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20036</u>	6. Total number of applications and patents involved: <u>1</u>  7. Total fee (37 CFR 3.41) \$ <u>200.00</u>  <input checked="" type="checkbox"/> <u>X</u> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>50-2036</u>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DO NOT USE THIS SPACE	
9. Statement and signature. <i>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.</i>	
<u>Gregory B. Kang, Registration No. 45,273</u> Name and Registration No. of Person Signing	<u>Gregory B. Kang</u> Signature
Total number of pages <u>7</u>	<u>November 6, 2002</u> Date
CMB No. 0851-0011 (exp. 4/94)	

11/07/2002 TDIAZ1 00000220 5632343

01 FC:8021

200.00 OP

PATENT  
REEL: 013456 FRAME: 0582

## GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of July 10, 2001 is made by SUNFLOWER MANUFACTURING COMPANY, INC., a Kansas 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 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.

PATENT  
REEL: 012219 FRAME: 0191

PATENT  
REEL: 013456 FRAME: 0583

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.

PATENT  
REEL: 012219 FRAME: 0192

PATENT  
REEL: 013456 FRAME: 0584

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.

SUNFLOWER MANUFACTURING COMPANY,  
INC.

By: 

Name:

Title:

THE CHASE MANHATTAN BANK  
as Collateral Agent

By: \_\_\_\_\_

Name:

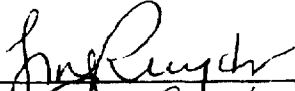
Title:

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.

SUNFLOWER MANUFACTURING COMPANY,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

THE CHASE MANHATTAN BANK  
as Collateral Agent

By:   
Name: John A. Ryder  
Title: Vice President

Schedule A

**Patents**

<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>
5632343	May 27, 1997
5626196	May 6, 1997
6158523	Dec. 12, 2000
5516253	May14, 1996
5299856	Apr. 5, 1994

U.S. Patent Nos.: 5,632,343; )  
5,626,196; )  
6,158,523; )  
5,516,253; and )  
5,299,856 )  
)  
Issued: May 27, 1997; )  
May 6, 1997; )  
December 12, 2000; )  
May 4, 1996; and )  
April 5, 1994 )

Sir:

## LETTER REGARDING RELEASE OF SECURITY INTEREST

Submitted herewith is a release of the security interest in Patent Nos. 5,632,343; 5,626,196; 6,158,523; 5,516,253; and 5,299,856.

The release submitted herewith is executed by Tina Ruyter, the Vice President of JP Morgan Chase Bank. This release of security interest releases the security interest previously filed by Tina Ruyter the Vice President of Chase Manhattan Bank recorded at Patent Reel 012219, Frame 0191 for Patent Nos. 5,632,343; 5,626,196; 6,158,523; 5,516,253; and 5,299,856.

From the foregoing recordation of this release of security interest submitted herewith releasing the lien placed by the Chase Manhattan is hereby requested.

Should there be any questions regarding this matter, please contact the undersigned attorney.

Respectfully submitted,

BAKER & HOSTETLER LLP

  
Gregory B. Kang  
Reg. No. 45,273

Attachments:

Assignment Recordation Coversheet  
Release of Security Interest  
Previously filed Release of Security Interest

**Date: November 6, 2001**

Washington Square, Suite 1100  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036  
Phone: (202) 861-1500  
Fax: (202) 861-1783



The undersigned, in its capacity as Collateral Agent under the Guarantee and Collateral Agreement hereby releases the Liens created by the Guarantee and the Collateral Agreement on the portion of the Collateral constituting the Assets being sold pursuant to the Agreement.

JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as Collateral Agent

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

CC: JPMorgan Chase Bank  
Loan and Agency Services Group  
One Chase Manhattan Plaza, 8<sup>th</sup> Floor  
New York, New York 10081  
Attention: Doris Mesa

Telecopy No. (212) 552-5650

Simpson Thacher & Bartlett  
425 Lexington Avenue  
New York, NY 10017  
Attention: Mary Nutt

Telecopy No. (212) 455-2502