

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights (previously recorded at Reel 12219 Frame 0133)
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, N.A., as Collateral Agent	11/18/2005
RECEIVING PARTY DATA	
Name:	Core Industries Inc.
Street Address:	13515 Ballantyne Corporate Place
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5144226
Patent Number:	5726504
Patent Number:	5829651
Patent Number:	D410332
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	509265/0608
NAME OF SUBMITTER:	Mark Solomon

OP \$160.00 5144226

PATENT

500062395

REEL: 016814 FRAME: 0811

Total Attachments: 4

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PATENT

REEL: 016814 FRAME: 0812

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS dated as of November 18, 2005, is made to Core Industries Inc., a Nevada corporation with its principal place of business located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (the "Obligor"), from JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), a national banking association, as Collateral Agent (the "Agent") for certain 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 amended and restated as of August 18, 2003 (as 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 Agent, and others.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Obligor and certain other subsidiaries of the Parent Borrower are parties to the Guarantee and Collateral Agreement, dated as of October 6, 1998, as amended and restated as of May 24, 2001, as amended and restated as of August 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

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

WHEREAS, pursuant to that certain Grant of Security Interest in Patent Rights dated as of July 10, 2001 among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a security interest to the Agent specifically in certain Patent Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on October 9, 2001, at Reel 012219 and Frame 0133; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). All capitalized terms used but not defined herein shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, and to the extent an Event of Default has occurred and is continuing, reconveys and reassigns, its security interest in, and right of setoff against, the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A. (formerly
known as The Chase Manhattan Bank)

By: Marian N. Schulman

Name:

Title:

MARIAN N. SCHULMAN
Managing Director

[Signature Page to Termination and Release]

PATENT
REEL: 016814 FRAME: 0815

Schedule A

Patents

<u>Patent Number</u>	<u>Issue Date</u>
5144226	Sep. 1, 1992
5,726,504	Mar. 10, 1998
5829651	Nov. 3, 1998
D0410332	Jun. 1, 1999

509265-0608-02942-NY03.2098509.4