

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Patent Rights (previously recorded at Reel 11035 Frame 0054)

CONVEYING PARTY DATA

Name	Execution Date
JPMorgan Chase Bank, N.A., as Collateral Agent	11/18/2005

RECEIVING PARTY DATA

Name:	GSPS Development Corporation
Street Address:	13515 Ballantyne Corporate Place
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	4360849
Patent Number:	4644112
Patent Number:	4864265
Patent Number:	5226970
Patent Number:	5416458
Patent Number:	5744764
Patent Number:	5808536
Patent Number:	5902381

CORRESPONDENCE DATA

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PATENT

500062401

REEL: 016814 FRAME: 0841

OP \$320.00 4360849

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ATTORNEY DOCKET NUMBER:	509265/0608
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NAME OF SUBMITTER:	Mark Solomon
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Total Attachments: 4 source=11035054#page1.tif source=11035054#page2.tif source=11035054#page3.tif source=11035054#page4.tif
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS
(for Additional Grantors)**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS dated as of November 18, 2005, is made to GSPS Development Corporation, a Delaware corporation with its principal place of business located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (the "Additional Grantor"), 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 (the "Borrower"), 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a 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 Borrower 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, on January 19, 2000, the Additional Grantor executed an Assumption Agreement in favor of the Agent, under which the Additional Grantor agreed to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and expressly assumed all obligations and liabilities of a Grantor thereunder; and

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Patent Rights dated as of June 13, 2000, among the Agent and the Additional Grantor (the "Security Agreement"), the Additional Grantor, 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 August 4, 2000 at Reel 011035 and Frame 0054; 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 Additional Grantor'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]

SCHEDULE A

U.S. Patent Registrations

<u>Name of Patent</u>	<u>Patent No.</u>
Power distribution system	4,360,849
Linear transforming switch	4,644,112
Transient suppressing power transformer	4,864,265
Electrical transform remanufacturing process	5,226,970
Power distribution transformer for non-linear	5,416,458
Modular de-energized switch	5,744,764
Power transformer and coupling means	5,808,536
Dehydrating breather apparatus	5,902,381

509265-0608-02905-A04QL1JP-ASG