

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Patent Rights (previously recorded at Reel 12219 Frame 0126)

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	SPX Cooling Technologies, Inc. (formerly known as The Marley Cooling Tower Company)
<b>Street Address:</b>	13515 Ballantyne Corporate Place
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28277

**PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	4374072
Patent Number:	4514202
Patent Number:	4548766
Patent Number:	4663092
Patent Number:	4788013
Patent Number:	4801410
Patent Number:	4826636
Patent Number:	5104588
Patent Number:	5112537
Patent Number:	5147583
Patent Number:	5227096
Patent Number:	5283012
Patent Number:	5364569
Patent Number:	5585047

**OP \$720.00 4374072**

**PATENT**

Patent Number:	5811035
Patent Number:	5944094
Patent Number:	6070860
Patent Number:	6189285

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:**

509265/0608

**NAME OF SUBMITTER:**

Mark Solomon

**Total Attachments: 4**

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**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 SPX Cooling Technologies, Inc. (formerly known as The Marley Cooling Tower Company), a Delaware 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 0126; 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: 016851 FRAME: 0808**

Schedule A

**Patents**

<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>
4374072	Feb. 15, 1983
4514202	Apr. 30, 1985
4548766	Oct. 22, 1985
4663092	May 5, 1987
4788013	Nov. 29, 1988
4801410	Jan. 31, 1989
4826636	May 2, 1989
5104588	Apr. 14, 1992
5112537	May 12, 1992
5147583	Sep. 15, 1992
5227096	Jul. 13, 1993
5283012	Feb. 1, 1994
5364569	Nov. 15, 1994
5585047	Dec. 17, 1996
5811035	Sep. 22, 1998
5944094	Aug. 31, 1999
6070860	Jun. 6, 2000
6189285	Feb. 20, 2001