# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights (previously recorded at Reel 12188 Frame 0634)

#### **CONVEYING PARTY DATA**

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

#### RECEIVING PARTY DATA

Name:	SPX Corporation (formerly known as United Dominion Industries, Inc.)
Street Address:	13515 Ballantyne Corporate Place
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277

## PROPERTY NUMBERS Total: 72

Property Type	Number
Patent Number:	6152163
Patent Number:	D430498
Patent Number:	6046582
Patent Number:	4491785
Patent Number:	4775832
Patent Number:	4804907
Patent Number:	5089997
Patent Number:	5338228
Patent Number:	5413499
Patent Number:	D356039
Patent Number:	D355619
Patent Number:	D355618
Patent Number:	D377179
Patent Number:	5443722

PATENT "
REEL: 016851 FRAME: 0813

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Patent Number:	4825493
Patent Number:	1020100
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Patent Number:	4928340
Patent Number:	4937906
Patent Number:	4961241
Patent Number:	4974276
Patent Number:	4977635
Patent Number:	4979253
Patent Number:	4988254
Patent Number:	5001799
Patent Number:	5026242
Patent Number:	5048246
Patent Number:	5526545
Patent Number:	5460460
Patent Number:	5459963
Patent Number:	5454682
Patent Number:	5396676
Patent Number:	5346353
Patent Number:	5336033
Patent Number:	D348387
Patent Number:	5313681
Patent Number:	5303443
Patent Number:	5259718
Patent Number:	5157801
Patent Number:	5120181
Patent Number:	5117526
Patent Number:	5097557
Patent Number:	5096359
Patent Number:	5088143
Patent Number:	5071306
Patent Number:	5505575
Patent Number:	6033174
Patent Number:	6035475
Patent Number:	6062796 PATENT

REEL: 016851 FRAME: 0814

Patent Number:	6139242
Patent Number:	6190108
Patent Number:	5511267
Patent Number:	5927368
Patent Number:	4588391
Patent Number:	6183231
Patent Number:	5056590
Patent Number:	5352475
Patent Number:	5409727
Patent Number:	5699825
Patent Number:	5653481
Patent Number:	5720175
Patent Number:	5615559
Patent Number:	5582856
Patent Number:	D377407
Patent Number:	D372351
Patent Number:	5374436
Patent Number:	5108279
Patent Number:	4576562
Patent Number:	4569184
Patent Number:	4468409
Patent Number:	4471601
Patent Number:	4425089

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7698

Email: ksolomon@stblaw.com

Correspondent Name: Mark Solomon, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0608
NAME OF SUBMITTER:	Mark Solomon

Total Attachments: 6

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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 Corporation (formerly known as United Dominion Industries, Inc.), 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 012188 and Frame 0634; and

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

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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. <u>Definitions</u>. 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 <u>Schedule A</u> 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. <u>Release of Security Interest</u>. 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. <u>Further Assurances</u>. 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.

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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: human h felial Name:

Title:

MARIAN N. SCHULMAN Managing Director

[Signature Page to Termination and Release]

## Schedule A

# **Patents**

Patent Number	Issue Date
6152163	Nov. 20, 2000
D0430498	Sep. 5, 2000
6046582	Apr. 4, 2000

# **Patents**

Patent Number	Issue Date
4491785	Jan. 1, 1985
4775832	Oct. 4, 1988
4804907	Feb. 14, 1989
5089997	Feb. 18, 1992
5338228	Aug. 16, 1994
5413499	May. 9, 1995
D0356039	Mar. 7, 1995
D0355619	Feb. 21, 1995
D0355618	Feb. 21, 1995
D0377179	Jan. 7, 1997

# **Patents**

Patent Number	Issue Date
5443722	Aug. 22, 1995
5836356	Nov. 17, 1998

# **Patents**

Patent Number	Issue Date
4825493	May 2, 1989
4847935	Jul. 18, 1989
4928340	May 29, 1990
4937906	Jul. 3, 1990
4961241	Oct. 9, 1990
4974276	Dec. 4, 1990
4977635	Dec. 18, 1990
4979253	Dec. 25, 1990
4988254	Jan. 29, 1991

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## Schedule A

5001799	Mar. 26, 1991
5026242 .	Jun. 25, 1991
5048246	Sep. 17, 1991
5526545	Jun. 18, 1996
5460460	Oct. 24, 1995
5459963	Oct. 24, 1995
5454682	Oct. 3, 1995
5396676	Mar. 14, 1995
5346353	Sep. 13, 1994
5336033	Aug. 9, 1994
D0348387	Jul. 5, 1994
5313681	May 24, 1994
5303443	Apr. 19, 1994
5259718	Nov. 9, 1993
5157801	Oct. 27, 1992
5120181	Jun. 9, 1992
5117526	Jun. 2, 1992
5097557	Mar. 24, 1992
5096359	Mar. 17, 1992
5088143	Feb. 18, 1992
5071306	Dec. 10, 1991
5505575	Apr. 9, 1996
6033174	Mar. 7, 2000
6035475	Mar. 14, 2000
6062796	May 16, 2000
6139242	Oct. 13, 2000
6190108	Feb. 20, 2001
5511267	Apr. 30, 1996

## **Patents**

Patent Number	Issue Date
5927368	Jul. 27, 1999

## **Patents**

Patent Number	Issue Date
4588391	May 13, 1986
6,183,231	Feb. 6, 2001
5056590	Oct. 15, 1991
5352475	Oct. 4, 1994
5409727	Apr. 25, 1995

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## Schedule A

5699825	Dec. 23, 1997
5653481	Aug. 5, 1997
5,720,175	Feb. 24, 1998
5615559	Apr. 1, 1997
5582856	Dec. 10, 1996
D377,407	Jan. 21, 1997
D372,351	Aug. 6, 1996
5374436	Dec. 20, 1994
5108279	Apr. 28, 1992
4576562	Mar. 18, 1986
4569184	Feb. 11, 1986
4468409	Aug. 28, 1984
4471601	Sep. 18, 1984
4425089	Jan. 10, 1984

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**RECORDED: 12/06/2005**