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09-06-2000



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Tab settings

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

1. Name of conveying party(ies): **GS Development Corporation**

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Conditional Assignment of and Security Interest in Trademark Rights
- Merger
- Change of Name

Execution Date: June 13, 2000

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Collateral Agent

Internal Address: _____

Street Address: 4 MetroTech Center, 5th Floor

City: Brooklyn State: NY ZIP: 11245

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/811,454

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nihara K. Choudhri, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 51

7. Total fee (37 CFR 3.41): \$1,290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Nihara K. Choudhri, Esq.
Name of Person Signing

Nihara K. Choudhri
Signature

Aug 4, 2000
Date

Total number of pages comprising cover sheet: 12

09/05/2000 NTHAI1 00000165 75811454

01 FC:481
02 FC:482

40.00 OP
1250.00 OR

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002124 FRAME: 0473

SCHEDULE A

U.S. Trademark Registrations

<u>Name of Trademark</u>	<u>Registration No.</u>
DEZURIK	0,777,697
ACCUTRAX	1,886,582
DEZ	0,777,698
PERMASEAL	0,869,923
POWERRAC	1,783,298
DIGITLINE	1,896,868
DRY-PAK	0,875,636
G-V	1,255,163
THE QUIET ONE!	1,996,959
RED LINE	0,681,076
THERMULATOR	1,767,964
WARREN	1,275,884
LIGHTNIN	1,118,165
LIGHTNIN	1,263,995
LIGHTNIN	0,682,153
LIGHTNIN	0,227,991
LIGHTNIN	0,699,396
LIGHTNIN	1,147,586
LIGHTNIN	1,445,987
ADJUST-A-MIX	1,286,858
CBM	1,215,493

<u>Name of Trademark</u>	<u>Registration No.</u>
INLINER	1,189,130
LINE BLENDER	0,768,031
LTS	1,117,628
MAGMIXER	1,861,347
MIXCO	1,345,629
ULTRAMIX	1,777,019
VEKTOR	1,678,982
ACCUCHECK	2,144,938
ACCUFLEX	2,024,652
ACCUROLL	2,091,816
ACCUTEL	1,252,190
BIF	0,850,555
BIF	0,850,576
BIF	0,852,309
BRITE BIF REMOTE INTELLIGENT TELEMETRY	1,271,604
CHRONOFLO	0,306,069
COALLECTOR	1,780,044
CONICAL	0,520,863
OMEGA	0,766,674
POLYPAK	1,001,265
PURIFAX	0,952,628

Name of Trademark

Registration No.

SBF	1,228,306
SECO	0,370,173
SECOAL	0,860,991
SHUNTFLO	0,558,500
STOCK	2,033,593
STOCK	1,569,247
STOCK 196	1,841,250
UNIVERSAL VENTURI TUBE	2,149,101

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May ____, 2000 is made by GS Development Corporation, a Delaware corporation (the "Additional Grantor"), in favor of The Chase Manhattan Bank, a New York corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 6, 1998 (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 The First National Bank of Chicago as Documentation Agent.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of October 6, 1998 in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks;

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, the Additional Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

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 Borrower pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SCHEDULE A

U.S. Trademark Registrations

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UNIVERSAL VENTURI TUBE	2,149,101

SCHEDULE B

U.S. Trademark Applications

Name of Trademark

Application No.

DIELECTRIC

75-811,454

SECTION 2. Conditional Assignment and Grant of Security Interest. The Additional Grantor 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 Trademarks (including, without limitation, those items listed on Schedules A and B hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

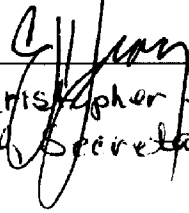
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Additional Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks 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.

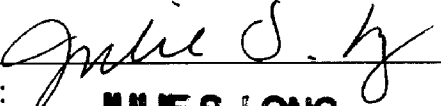
SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GS DEVELOPMENT CORPORATION
("Additional Grantor")

By: 
Name: Christopher J. Kearney
Title: V.P. Secretary

THE CHASE MANHATTAN BANK
("Administrative Agent")

By: 
Name: **JULIE S. LONG**
Title: **VICE PRESIDENT**

