

10-11-2001

ikedFORM PTO-1594

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10-11-01

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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): **United Dominion Industries, Inc.**

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

10-11-01

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

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

Name: The Chase Manhattan Bank, as Collateral Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. Box 2558  
 City: Houston State: TX ZIP: 77252

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: July 10, 2001

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

A. Trademark Application No.(s) **See Attached Schedule A**

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: Robyn Greenberg, 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: 88

7. Total fee (37 CFR 3.41): ..... \$ 2,215.00  
 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.

Robyn Greenberg, Esq.  
Name of Person Signing

Robyn Greenberg  
Signature

10/9/01  
Date

Total number of pages comprising cover sheet: 11

10/12/2001 GT0M11 00000030 76195101

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

01 FC:481  
02 FC:482

40.00 OP  
2175.00 OP

TRADEMARK  
REEL: 002376 FRAME: 0654

Schedule A

**Trademark Registration**

<b><u>Trademark Number</u></b>	<b><u>Trademark</u></b>
76/195,101	AIR HOG
76/054,096	Windmaker
2,186,083	MASTER RE
2312419	CMB+
2421796I	POLYJET
2,010,557I	CA Logo
1,754,901	COMPACTION AMERICA
2,404,646	PRO-GRADE
75/519,240 ITU	OPTIMA SERIES +des.
2428723	OPTIMA SERIES
75/519,130 ITU	OPTIMIZER SERIES
2423788	OPTITEK 2 EMS
2423787	OPTITEK 2 EMS +des.
75/357,981 ITU	TECHNOLAB
1,190,603	AWESOME
76/189,389 ITU	MACH 30
76/189,390 ITU	MARLEY INDUSTRIAL
1,054,734	FIRE SNUF
793,892	RESOLITE
1,808,426	RESOFLO
1,777,133	RESOLFLO +design
1,318,157	TRED-SAFE
1,319,397	TRED-SAFE +design
1,928,655	PEST-ASIDE
2051150	TKO
2281094	TKO Cruiserweight
2189046	TKO +design
2246556	TKO Heavyweight
2239541	TKO Middleweight
75/496022	TKO Welterweight
1,799,865	A UNITED DOMINION
2,171,523	A UNITED DOMINION
2437062	Anco
523,005	ANCO + design
759,614	ARO-VAC
765,027	BESTOV
1,272,367	CB logo
1,335,127	CB logo
382,185	CB +design
1,925,232	CHERRY-BURRELL
351,306	CHERRY-BURRELL
349,722	CHERRY-BURRELL

Schedule A

838,373	CLEANWALL
1,980,149	CORRUFLOW
76-071,245 ITU	Design On Surface
705,205	FLEXFLO
1,284,950	"I"
771,859	LEVELMATIC
760,960	LOAD-A-MATIC
716,108	MFC
832525	NO-BAC
712,088	PIN POINT
1,159,823	POSI-FILL
1,197,161	SENTINEL
762,741	SPIRATHERM
758,808	STELLAR-FLO
1,310,970	THERMAFLEX
691272	THERMUTATOR
2003433	THOLLATOR
824,440	UNITHERM
703,913	UNIVAT
2171614	VERSA LINE
695255I	VITALINE
615,757	VOGT
1,441,979	VOGT PREMIER
688,252	WAUKESHA
797,042	WAUKESHA METAL
1,632,914	WAUKESHA PUMPS
2,419,713	AGRIFEED
76/189,242	DESIGN

**Trademark Registration**

<b><u>Trademark Number</u></b>	<b><u>Trademark</u></b>
755946	MAGNETIC MONITOR
759,173	VOTATOR

**Trademark Registration**

<b><u>Trademark Number</u></b>	<b><u>Trademark</u></b>
760,654	Amprobe

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
1,230,960	COUNT STAR
1,236,143	WEIGH STAR

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
1,595,008	COUNT*STAR
75/390,229	E-Z COUNT
1,788,015	FLIP-TOP
1,113,043	GENERAL ACCUCOUNT
2,318,443	MINI-PRO
1,193,101	MLC
1,499,261	PRO-WEIGH
1,193,102	SLC
2,289,938	VEHICLE-PRO

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
76/180,713 ITU	Air Bag
1614625	CLEAN FRAME
2178783	HYDRA MAX
1650579	POSI-TRAC
75/400,989 ITU	SAFETY-CHOCK
1674806	SAFETY-LOC
817730	SERCO
75/937,216 ITU	S.M.A.R.T.
1781421	ULTRA SEAL
75/400,991 ITU	VERSA-DOCK XL
1745196	XL-90

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July \_\_, 2001 is made by UNITED DOMINION INDUSTRIES, INC., a Delaware Corporation (the "Obligor"), in favor of THE CHASE MANHATTAN BANK, as Collateral Agent (the "Collateral Agent") for the several 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 further 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 Chase Manhattan Bank, as Administrative Agent, Bank of America, N.A., Fleet National Bank and The Bank of Nova Scotia, as Documentation Agents, and Bank One, NA, as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Obligor and certain other subsidiaries of the Parent Borrower have become parties to the Guarantee and Collateral Agreement, dated as of October 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties referred to in the Guarantee and Collateral Agreement (the "Secured Parties");

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

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

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 Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

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

Grant of Security Interest. The Obligor 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 Schedule A hereto), to the Collateral Agent for the benefit of the Collateral Agent and the other Secured Parties to secure payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement).

Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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.

Counterparts. This Agreement 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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNITED DOMINION INDUSTRIES, INC.

By:   
Name: Christopher J. Kearney  
Title: Vice President

THE CHASE MANHATTAN BANK  
as Collateral Agent

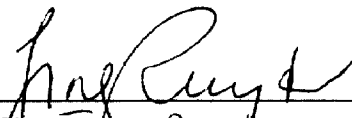
By: \_\_\_\_\_  
Name:  
Title:

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UNITED DOMINION INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

THE CHASE MANHATTAN BANK  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Tina Ruyter  
Title: Vice President



Schedule A

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