

10-24-2002



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ONLY

Resubmitted
10-10-02
U.S. DEPARTMENT OF COMMERCE
U.S. 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): **Kendro Laboratory Products, L.P.**

MAD 10-16-02

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

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
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 23, 2001

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

A. Trademark Application No.(s) **See Attached Continuation of Item 4**

B. Trademark Registration No.(s) **See Attached Continuation of Item 4**

Additional numbers attached? Yes No

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

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41): \$ 465.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number: _____

10/24/2002 DBYRME 00000158 2247897

DO NOT USE THIS SPACE

01 FC:0521
02 FC:0522

40.00 DP
425.00 DP

Alison J. Winick
Name of Person Signing

Alison J. Winick
Signature

10/15/02
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

TRADEMARK
REEL: 002604 FRAME: 0376

CONTINUATION OF ITEM NUMBER 4 FROM RECORDATION COVER SHEET

REGISTRATION/APPLICATION NUMBER
2,247,897
2,082,159
1,994,221
1,834,379
2,204,694
1,842,284
803,052
1,525,412
1,899,584
1,899,590
1,899,589
1,959,224
2,127,643
1,521,657
75/543,360
75/742,739
75/843,128
76/186,044

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 23, 2001 is made by KENDRO LABORATORY PRODUCTS, L.P., a Delaware limited partnership (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.

WITNESSETH:

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:

SECTION 1. 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.

SECTION 2. 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).

SECTION 3. 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.

SECTION 4. 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.

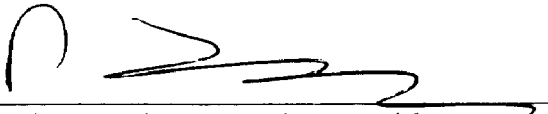
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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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.

KENDRO LABORATORY PRODUCTS, L.P.

By: Revco Technologies, Inc., its general partner

By: 
Patrick J. O'Leary, Vice President

THE CHASE MANHATTAN BANK, as
Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

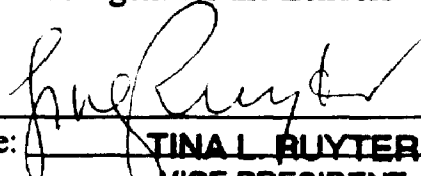
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KENDRO LABORATORY PRODUCTS, L.P.

By: Revco Technologies, Inc., its general partners

By: _____
Patrick J. O'Leary, Vice President

JPMORGAN CHASE BANK (formerly THE CHASE MANHATTAN BANK), as Administrative Agent for the Lenders

By:  _____
Name: TINA L. BUYTER
Title: VICE PRESIDENT

SCHEDULE A

Country	Trademark	Trademark Number/Application Number
US	CARR SEPARATIONS, INC.	2247897
US	POWERFUGE PILOT	2082159
US	POWERFUGE	1994221
US	SORVALL (LOGO)	OPEN
US	CLEARCRIMP	1834379
US	QUICKSET	2204694
US	SOFTSPIN	1842284
AU	SORVALL	A318227
BR	SORVALL	818362731 (pending)
BX	SORVALL	351810
CA	SORVALL	156454
CH	SORVALL	294273
DE	SORVALL	841530
ES	SORVALL	878334
FR	SORVALL	1359358
GB	SORVALL	1029220
IL	SORVALL	45953
IT	SORVALL	480995
JP	SORVALL	770564
JP	SORVALL	783947
KR	SORVALL	67633
MX	SORVALL	219809
PT	SORVALL	209677 (pending)
PT	SORVALL	209676 (pending)
SE	SORVALL	166672
TW	SORVALL	106409
US	SORVALL	0803052
US	SORVALL	
VE	SORVALL	96218F

Country	Trademark	Trademark Number/Application Number
US	SPIN-RIGHT	1525412
US	SUPER-LITE	1899584
US	ULTRA 80	1899590
US	ULTRACRIMP	1899589
US	ULTRA PRO	1959224
US	WATCHLOG	2127643
US	SURESPIN	OPEN
US	DRY-SPIN	OPEN
US	STEPSAVER	OPEN
US	ULTIMA 150 PRO	OPEN
US	EXPLORER 90 GX PRO	OPEN
US	INTREPID 90 GX PRO	OPEN
US	DISCOVERY 100 GX PRO	OPEN
US	ULTIMA 100 GX PRO	OPEN
CA	SUPRASPEED	417643
US	SUPRASPEED	1521657
US	COMPASS	OPEN
US	COMPLIANCE	OPEN
US	RC12BP	OPEN
US	WATCHLOG NETWORK PLUS	OPEN
US	BARTRACE	OPEN
US	MRS	OPEN
AU	KENDRO	797203
CH	KENDRO	467013
CN	KENDRO	9900086741 (published)
DE	KENDRO	39904069
EU	KENDRO	1028364
IN	KENDRO	862470 (pending)
JP	KENDRO	4351833
PL	KENDRO	203990 (pending)

Country	Trademark	Trademark Number/Application Number
US	KENDRO	75/543360 (allowed)
US	SEARCHES FOR "R.C. SELECT" AND "SUPER SELECT" REFRIGERATED LEGACY, ODYSSEY, GENESIS	OPEN
US	EVOLUTION, EXPLORER, QUANTUM, VENT	OPEN
US	EVOLUTION	75/742739 (pending)
US	LEGEND	75/843128 (pending)
CA	MULTIFUGE	1040574 (pending)
JP	CENTRITECH	2235725
JP	CENTRITECH	2262270
US	COLORTONE	76/186044 (pending)