

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marley Engineered Products LLC		11/13/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2704405	GILLESPIE
Serial Number:	76315281	THE FACTORY FAN
Registration Number:	1307921	AG-TECH
Registration Number:	1093692	BERKO
Registration Number:	1117191	BERKO
Registration Number:	1807324	ENVIRONMENTAL-AIR-CURTAIN
Registration Number:	1538532	H.E.A.T. HYDRONICS EDUCATION AND TRAINING
Registration Number:	1246980	LEADING EDGE
Registration Number:	1774170	
Registration Number:	2362686	SMART-TRAC
Registration Number:	1113528	T
Registration Number:	1657037	THE-FACTORY-FAN
Registration Number:	1466285	GREAT ROOM
Registration Number:	1483998	HANG SAFE

OP \$690.00 2704405

Registration Number:	1484170	LIBERTY COLLECTION
Registration Number:	1429147	LO ZONE
Registration Number:	1236168	POWER CAT
Registration Number:	2002549	ROSETTA
Registration Number:	1310983	SUPER CAT
Registration Number:	1403029	SWIRLWIND
Registration Number:	1242695	THE CHARLESTON FAN
Registration Number:	1356457	THE HEAT CYCLER
Registration Number:	1230994	THE OLDE SOUTH FAN
Registration Number:	1155478	THE PARLOUR FAN
Registration Number:	1483268	ULTRA FAN
Registration Number:	2243261	ALUMIPEX
Serial Number:	76505402	CLIP -N- FIT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: KSolomon@stblaw.com
Correspondent Name: Alison J. Winick, 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: Kimberly Solomon

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 13, 2003 is made by Marley Engineered Products LLC, a Delaware limited liability company (the "Additional Grantor"), in favor of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), 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 and 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 (the "Borrower"), the Lenders and the 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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have executed and delivered a Guarantee and Collateral Agreement, dated as of October 6, 1998 as amended through August 18, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

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 the Trademarks; and

WHEREAS, on December 31, 2002, 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, Additional Grantor 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 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 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 Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against the Trademarks (including, without limitation, those items listed on Schedule A 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 Agreement has been executed and delivered by the Additional Grantor 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 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 and Agent 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.

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.

MARLEY ENGINEERED PRODUCTS, LLC


By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By:  _____
Name:
Title:

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.

MARLEY ENGINEERED PRODUCTS, LLC

By: 
Name: Frederick Florjancic
Title: Executive vice president,
Marley Engineered Products LLC

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF New York)
) ss

COUNTY OF New York

On the 13th day of November, 2003, before me personally came Tina Ruyten, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such banking corporation, the banking corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

Edeline C. Adderley
Notary Public **EDELIN C. ADDERLEY**
Notary Public, State of New York
No. 01AD6079940
Qualified in Bronx County
Commission Expires September 03, 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
GILLESPIE	2,704,405
THE FACTORY FAN	76/315,281
AG-TECH	1,307,921
BERKO	1,093,692
BERKO AND DESIGN	1,117,191
ENVIRONMENTAL-AIR-CURTAIN	1,807,324
H.E.A.T. HYDRONICS EDUCATION AND TRAINING AND DESIGN	1,538,532
LEADING EDGE	1,246,980
DESIGN ONLY	1,774,170
SMART-TRAC	2,362,686
T AND DESIGN	1,113,528
THE-FACTORY-FAN	1,657,037
GREAT ROOM	1,466,285
HANG SAFE	1,483,998
LIBERTY COLLECTION	1,484,170
LO ZONE	1,429,147
POWER CAT	1,236,168
ROSETTA	2,002,549
SUPER CAT	1,310,983
SWIRLWIND	1,403,029
THE CHARLESTON FAN	1,242,695
THE HEAT CYCLER	1,356,457
THE OLDE SOUTH FAN	1,230,994
THE PARLOUR FAN	1,155,478
ULTRA FAN	1,483,268
ALUMIPEX	2,243,261
CLIP-N-FIT	76/505,402