

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2415 Frame 0565)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		11/18/2005	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Core Industries Inc.
<b>Street Address:</b>	13515 Ballantyne Corporate Place
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28277
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	970691	AMPROBE
Registration Number:	824417	AMPROBE INSTRUMENT
Registration Number:	971233	AMPTRAN
Serial Number:	75671976	BLUEMAX
Registration Number:	1849075	CLAMPSCOPE
Registration Number:	2188547	DM-II
Registration Number:	2226694	DM-II VIEW
Serial Number:	74490505	FIELDFINDER
Registration Number:	1978881	FIELDPROBE
Registration Number:	2005084	GROUND PROBE
Serial Number:	74557035	HARMONA-LINK
Serial Number:	74490506	HARMONALYZER
Registration Number:	2043147	HARMONALYZER

OP \$540.00 970691

Serial Number:	73505269	MOTOR GUARD
Registration Number:	1639635	PASAR
Serial Number:	75668606	TWISTER
Registration Number:	2142229	VOLTPROBE
Registration Number:	947684	RUFEEEDER
Registration Number:	992328	MUESSCO
Registration Number:	2133210	SURE SHOT
Registration Number:	955623	REMCON

**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
Signature:	/ms/
Date:	12/06/2005

Total Attachments: 4  
source=2415565\_#page1.tif  
source=2415565\_#page2.tif  
source=2415565\_#page3.tif  
source=2415565\_#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of November 18, 2005, is made to Core Industries Inc., a Nevada 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 Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark 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 Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 11, 2001, at Reel 002415 and Frame 0565; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark 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. Definitions. The term "Trademark 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 Trademarks (including, without limitation, those items listed on Schedule A 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. Release of Security Interest. 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 Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. 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.

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: Marian N. Schulman

Name:

Title:

**MARIAN N. SCHULMAN**  
**Managing Director**

[Signature Page to Termination and Release]

**TRADEMARK**  
**REEL: 003205 FRAME: 0314**

Schedule A

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
970,691	AMPROBE
824,417	AMPROBE Instrument
971,233	AMPTRAN
75/671,976	BLUEMAX
1,849,075	CLAMPSCOPE
2,188,547	DM-II
2,226,694	DM-II VIEW
74/490505	FIELDFINDER
1,978,881	FIELDPROBE
2,005,084	GROUND PROBE
74/557035	HARMONA-LINK
74/490506	HARMONALYZER
2043147	HARMONALYZER
73505269	MOTOR GUARD
1639635	PASAR
955623	REMCON
75/668,606 ITU	Twister
2142229	VOLTPROBE
947684	RUFEEDEE
992328	MUESSCO
2133210	SURE SHOT

509265-0608-02942-NY03.2098509.4