

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2380 Frame 0508)

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

Name:	Flair Corporation (formerly known as Flair-New Castle, Inc.)
Street Address:	4647 S.W. 40th Avenue
City:	Ocala
State/Country:	FLORIDA
Postal Code:	34474-5799
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1456319	COMPU-PURGE
Registration Number:	885460	DE
Registration Number:	1033774	DEL-MONOX
Registration Number:	1371184	DELTECH
Registration Number:	1684367	HYDROBLOC
Registration Number:	1767357	HYDROCLEAN
Registration Number:	1367485	HYDROGARD
Registration Number:	1337767	PYRAMID 2000
Registration Number:	1724613	TRIAD

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7698

OP \$240.00 1456319

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
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NAME OF SUBMITTER:	Mark Solomon
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Signature:	/ms/
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Date:	12/06/2005
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Total Attachments: 4
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**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 Flair Corporation (formerly known as Flair-New Castle, Inc.), a Delaware corporation with its principal place of business located at 4647 S.W. 40th Avenue, Ocala, Florida 34474-5799 (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 002380 and Frame 0508; 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: 0361

Schedule A

Trademark Registration

<u>Trademark Number</u>	<u>Trademark</u>
1,456,319	COMPU-PURGE
885,460	DE
1,033,774	DEL-MONOX
1,371,184	DELTECH
1,684,367	HYDROBLOC
1,767,357	HYDROCLEAN
1,367,485	HYDROGARD
1,337,767	PYRAMID 2000
1,724,613	TRIAD

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