

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 2604 Frame 0376)

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:	Thermo Electron Corporation (formerly known as Kendro Laboratory Products, L.P.)
Street Address:	81 Wyman Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02454
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2247897	CARR SEPARATIONS, INC.
Registration Number:	2082159	POWERFUGE PILOT
Registration Number:	1994221	POWERFUGE
Registration Number:	1834379	CLEARCRIMP
Registration Number:	2204694	QUIKSET
Registration Number:	1842284	SOFTSPIN
Registration Number:	803052	SORVALL
Registration Number:	1525412	SPIN-RIGHT
Registration Number:	1899584	SUPER-LITE
Registration Number:	1899590	ULTRA 80
Registration Number:	1899589	ULTRACRIMP
Registration Number:	1959224	ULTRA PRO
Registration Number:	2127643	WATCHLOG

OP \$465.00 2247897

Registration Number:	1521657	SUPRASPEED
Serial Number:	75543360	KENDRO
Serial Number:	75742739	EVOLUTION
Serial Number:	75843128	LEGEND
Serial Number:	76186044	COLORTONE

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	509265/0608
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	12/07/2005

Total Attachments: 6

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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 Thermo Electron Corporation (formerly known as Kendro Laboratory Products, L.P.), a Delaware corporation with its principal place of business located at 81 Wyman St., Waltham, Massachusetts 02454 (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 23, 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 16, 2002, at Reel 002604 and Frame 0376; 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: 003206 FRAME: 0459

SCHEDULE A

Country	Trademark	Trademark Number/Application Number
US	CARR SEPARATIONS, INC.	2247897
US	POWRFUGE PILOT	2082159
US	POWRFUGE	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	990086741 (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	COLORSTONE	76/186044 (pending)