

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Stock Transfer		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPX Corporation		01/19/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thermo Electron Corporation		
<b>Street Address:</b>	81 Wytham Street		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02454		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76300372	TOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2028611654		
<b>Email:</b>	trademarks@bakerlaw.com, ccwik@bakerlaw.com		
<b>Correspondent Name:</b>	John H. Weber		
<b>Address Line 1:</b>	1050 Connecticut Avenue, NW		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	87289.24		
<b>NAME OF SUBMITTER:</b>	John H. Weber		
<b>Signature:</b>	/s/ John H. Weber		
<b>Date:</b>	08/21/2006		

CH \$40.00 76300372

**Total Attachments: 14**

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## PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), dated as of January 19, 2005, by and among SPX Corporation, a Delaware corporation ("SPX"), Kendro GP II, LLC, a Delaware limited liability company and wholly owned subsidiary of SPX ("Kendro GP II"), SPX Europe GmbH, a company organized under the laws of Germany and an indirect, wholly owned subsidiary of SPX ("SPX Europe"), General Signal Ireland B.V., a company organized under the laws of Netherlands and an indirect, wholly owned subsidiary of SPX ("GS Ireland"), and GSLE Development Corporation, a Delaware corporation and a direct, wholly owned subsidiary of SPX ("GSLE") (SPX, Kendro GP II, SPX Europe, GS Ireland and GSLE being referred to herein individually and collectively as "Seller"), and Thermo Electron Corporation, a Delaware corporation ("Thermo"), and Thermo Electron (Oberhausen) GmbH, a company organized under the laws of Germany and an indirect, wholly owned German subsidiary of Thermo ("Thermo Germany"); Thermo and Thermo Germany being referred to herein, individually and collectively, as "Purchaser").

WITNESSETH:

4.10. Intellectual Property Rights. Seller hereby grants to Purchaser and the Kendro Entities, effective upon the Closing, a non-exclusive right, for a period of five (5) years from the Closing Date, to use in all territories any intellectual property then owned by Seller and not listed on Schedule 2.14 of the Seller Disclosure Schedule that is required for use by any of the Kendro Entities in the ordinary course of business as of the Closing Date. Such grant is personal to Purchaser and the Kendro Entities and shall not be transferable to any other person without the prior written consent of Seller other than to customers as part of the sale of a product. The parties hereto understand that nothing in this Section 4.10 shall give Purchaser any right to use the trade name/trademark SPX and that, except as set forth in Section 5.2, Purchaser shall not have any right to use such trade name/trademark.

## Seller Disclosure Schedule

This disclosure schedule (the "Seller Disclosure Schedule") sets forth exceptions to, and disclosures accompanying, the representations, warranties and covenants made by SPX Corporation, a Delaware corporation ("SPX"), Kendro GP II, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of SPX ("Kendro GP II"), SPX Europe GmbH, a company organized under the laws of Germany and an indirect, wholly owned subsidiary of SPX ("SPX Europe"), General Signal Ireland B.V., a company organized under the laws of Netherlands and an indirect, wholly owned subsidiary of SPX ("GS Ireland"), and GSLE Development Corporation, a Delaware corporation and a direct, wholly owned subsidiary of SPX ("GSLE") (SPX, Kendro GP II, SPX Europe, GS Ireland and GSLE being referred to herein, individually and collectively, as "Seller"), pursuant to the Purchase Agreement (the "Agreement"), dated as of January 19, 2004, by and among Seller and Thermo Electron Corporation, a Delaware corporation ("Thermo"), and Thermo Electron (Oberhausen) GmbH, a company organized under the laws of Germany and an indirect, wholly owned German subsidiary of Thermo ("Thermo Germany"; Thermo and Thermo Germany being referred to herein, individually and collectively, as "Purchaser"). Unless the context otherwise requires, all capitalized terms herein have the same meaning as defined in the Agreement.

1.1.1. See Schedule 1.5(b)(vi)(G), Item 1

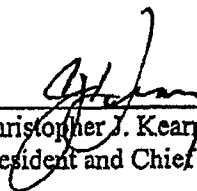
1.2. Trademark Report

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Assignee
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Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Assignee
TOP	US	Published	76/300,372	16-Aug-2001			* Kendro Laboratory Products, L.P.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SPX CORPORATION

By:   
Name: Christopher J. Kearney  
Title: President and Chief Executive Officer

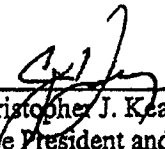
KENDRO GP II, LLC

By: \_\_\_\_\_  
Name: Patrick J. O'Leary  
Title: Vice President and Treasurer

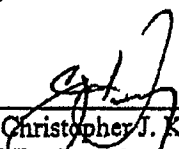
SPX EUROPE GmbH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL SIGNAL IRELAND B.V.

By:   
Name: Christopher J. Kearney  
Title: Vice President and Secretary

GSLE DEVELOPMENT CORPORATION

By:   
Name: Christopher J. Kearney  
Title: Vice President and Secretary

*[Signature Page to the Purchase Agreement]*

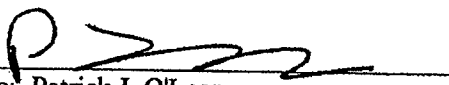


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

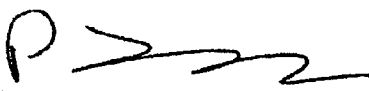
SPX CORPORATION

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: President and Chief Executive Officer

KENDRO GP II, LLC

By:  \_\_\_\_\_  
Name: Patrick J. O'Leary  
Title: Vice President and Treasurer

SPX EUROPE GmbH

By:  \_\_\_\_\_  
Name: Patrick J. O'Leary  
Title: Director

GENERAL SIGNAL IRELAND B.V.

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

GSLE DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

*[Signature Page to the Purchase Agreement]*

THERMO ELECTRON CORPORATION

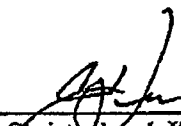
By: *M. Dekkers*  
Name: Marijn Dekkers  
Title: President & CEO

THERMO ELECTRON (OBERHAUSEN) GmbH

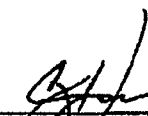
By: *Seth H. Hoggasian*  
Name: SEAN H. HOGGASIAN  
Title: ATTORNEY-IN-FACT

The undersigned hereby agree to be bound by the provisions of Section 12.4(f) of the foregoing Agreement effective as of the Closing, as though the undersigned were original signatories thereto.

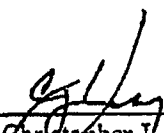
MEDICAL EQUIPMENT MAINTENANCE  
COMPANY

By:   
Name: Christopher J. Kearney  
Title: Vice President and Secretary

KEY SCIENTIFIC, INC.

By:   
Name: Christopher J. Kearney  
Title: Vice President and Secretary

CRYONIX, INC.

By:   
Name: Christopher J. Kearney  
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS GmbH

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Purchase Agreement]*

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**MEDICAL EQUIPMENT MAINTENANCE  
COMPANY**

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary


**KEY SCIENTIFIC, INC.**

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

**CRYONIX, INC.**

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

**KENDRO LABORATORY PRODUCTS GmbH**

By:  \_\_\_\_\_  
Name: Dennis Pope  
Title: Director

*[Signature Page to the Purchase Agreement]*

KENDRO LABORATORY PRODUCTS AG

By: 

Name: Uwe Ditzen  
Title: Managing Director

By: \_\_\_\_\_

Name:  
Title:

NIPPON KENDRO KK

By: \_\_\_\_\_

Name: Jeffrey Johnston  
Title:

KENDRO LABORATORY PRODUCTS (GP), INC.

By: \_\_\_\_\_

Name: Christopher J. Kearney  
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY  
PRODUCTS (GP), INC. its General  
Partner

By: \_\_\_\_\_

Name: Christopher J. Kearney  
Title: Vice President and Secretary

[Signature Page to the Purchase Agreement]

KENDRO LABORATORY PRODUCTS AG

By: \_\_\_\_\_  
Name: Uwe Ditzen  
Title: Managing Director

By: [Signature] \_\_\_\_\_  
Name: Romano Walser  
Title: FINANCE CONTROLLER

NIPPON KENDRO KK

By: \_\_\_\_\_  
Name: Jeffrey Johnston  
Title:

KENDRO LABORATORY PRODUCTS (GP), INC.

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY  
PRODUCTS (GP), INC. its General  
Partner

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Name: Christopher J. Kearney  
Title: Vice President and Secretary

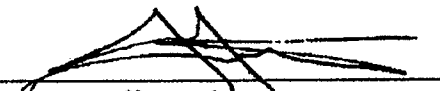
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KENDRO LABORATORY PRODUCTS AG

By: \_\_\_\_\_  
Name: Uwe Ditzen  
Title: Managing Director

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title:

NIPPON KENDRO KK

By:   
Name: Jeffrey Johnston  
Title: Senior Vice President Latin  
America Asia Pacific

KENDRO LABORATORY PRODUCTS (GP), INC.

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY  
PRODUCTS (GP), INC. its General  
Partner

By: \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

*[Signature Page to the Purchase Agreement]*

KENDRO LABORATORY PRODUCTS AG


By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

NIPPON KENDRO KK

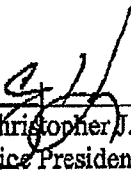
By: \_\_\_\_\_  
Name:  
Title:

KENDRO LABORATORY PRODUCTS (GP), INC.

By:  \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

KENDRO LABORATORY PRODUCTS, L.P.

By: KENDRO LABORATORY  
PRODUCTS (GP), INC. its General  
Partner

By:  \_\_\_\_\_  
Name: Christopher J. Kearney  
Title: Vice President and Secretary

*[Signature Page to the Purchase Agreement]*