



05-08-2000

U.S. Patent & TMO/TM Mail Report D

06-02-2000

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05/06/00

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Merger
- Other: _____
- Security Agreement
- Change of Name

Conveying Party

Mark if additional names of conveying parties attached

Name (line 1): Fellows Corporation

Name (line 2): _____

Execution Date:
4/24/00

Second Party

Name (line 1): _____

Name (line 2): _____

Execution Date: _____

Receiving Party

Mark if additional names of conveying parties attached

Name (line 1): American Capital Strategies, Ltd.

Name (line 2): _____

Address (line 1): 2 Bethesda Metro Center

Address (line 2): 14th Floor

Address (line 3): Bethesda MD 20814

City State / Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.

Domestic Representative *(for the first Receiving Party Only)*

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

FOR OFFICE USE ONLY

06/02/2000 DNG: YEM 0000093 007510 5145370

01 10:58:1 (10:00:00)

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

Correspondent Name and Address (for the first Receiving Party Only)

Name: Syreeta Anderson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1226.4

Address (line 4): Washington, DC 20004-1202

Pages Enter the total number of pages of the attached conveyance document including any attachments: 31

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Application Number(s)

Patent Number(s)

5,345,390; 4,784,538; 4,542,638; 4,533,858

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT: _____

PCT: _____

PCT: _____

PCT: _____

PCT: _____

PCT: _____

Number of Properties Enter the total number of properties involved: 4

Fee Amount Fee Amount for Properties Listed (37 C.F.R. 3.41): \$115.00

Method of Payment Enclosed Deposit Account

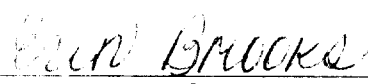
Deposit Account Number: 01-2510

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Erin Brooks, Esq.



Name of Person Signing

Signature

Date Signed

PATENT SECURITY AGREEMENT

(United States Patents)

This Patent Security Agreement ("Agreement") is made as of the 24th day of April, 2000, by Goldman Industrial Group, Inc., a Delaware corporation ("Goldman"), Bridgeport Machines, Inc., a Delaware corporation ("Bridgeport"), Fellows Corporation, a Delaware corporation ("Fellows"), J&L Metrology Company, Inc., a Delaware corporation ("Metrology"), Jones & Lamson Vermont Corp., a Delaware corporation ("Jones & Lamson"), Bryant Grinder Corporation, a Delaware corporation ("Bryant") and Hill-Loma, Inc., a Delaware corporation ("Hill-Loma", and, together with Goldman, Bridgeport, Fellows, Metrology, Jones & Lamson and Bryant, the "Grantors"), having a mailing address at c/o Goldman Industrial Group, Inc., One Post Office Square, Suite 4100, Boston, MA 02109, and delivered to American Capital Strategies, Ltd. ("ACAS"), a Delaware corporation having a mailing address at 2 Bethesda Metro Center, 14th Floor, Bethesda, MD.

Background

A. Grantors have entered into that certain Note and Equity Purchase Agreement dated as of even date herewith among the Grantors and Bridgeport Machines, Ltd., as loan parties (the "Loan Parties"), and ACAS (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. This Agreement is being executed contemporaneously with that certain Security Agreement dated as of even date herewith among the Grantors and ACAS (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Security Agreement"), under which, inter alia, each Grantor, respectively, is granting ACAS a lien on and security interest in certain assets of such Grantor associated with or relating to products leased or sold or services provided under such Grantor's patents and the goodwill associated therewith, as security for the payment and performance of all the Obligations (as defined in the Security Agreement) of all of the Loan Parties, and under which ACAS is entitled to foreclose or otherwise deal with such assets and patents under the terms and conditions set forth therein.

C. Pursuant to the Security Agreement, ACAS is acquiring a lien on, and security interest in, and license to use (which license is conditioned upon the occurrence and continuation of an Event of Default), among other things, (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A and (ii) the applications for Letters Patent and inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications, together with all the goodwill of such Grantor associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such letters patent and applications confirmed by a document

identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1 In consideration of and pursuant to the terms of the Purchase Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all the Obligations of all Loan Parties under the Purchase Documents, each Grantor grants to ACAS a lien on and security interest in all of the patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule "A" attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Schedule A Patents"), all of such Grantor's rights and obligations pursuant to any license agreements, subject to the terms of such license agreements, between any such Grantor and any other Person or Persons, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule "C" attached hereto and made a part hereof with respect to the patents and patent applications listed on Schedule "B" attached hereto and made a part hereof (collectively the "Schedule B Patents" and, together with the Schedule A Patents, the "Patents"), and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all items now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses", and together with the Patents, the "Patent Rights") and all proceeds thereof and all such Grantor's right, title, interest, claims and demands that such Grantor has or may have in profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

2 Grantors hereby jointly and severally covenant and agree to maintain the Patent Collateral in full force and effect until all of the Obligations are satisfied in full and the Security Agreement is terminated.

3 Each of the Grantors represents, warrants and covenants to ACAS that:

(a) The Patent Collateral is subsisting and has not been adjudged invalid or unenforceable;

(b) All of the Patent Rights are subsisting, and, to the best of such Grantor's knowledge, are registered, valid and enforceable;

(c) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the respective Patent Collateral (excepting the Schedule B Patents, but including such Grantor's rights under the Licenses). Except for Liens permitted under Section 7.2(b) of the Purchase Agreement, all of the respective Patent Collateral (other than the Schedule B Patents but including such Grantor's right under the licenses) is free

and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, options and covenants by any Grantor not to sue third persons;

(d) Except for Liens permitted under Section 7.2(b) of the Purchase Agreement, such Grantor's rights under the Licenses are free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, options and covenants by such Grantor not to sue third persons;

(e) Such Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral;

(f) Such Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(g) Such Grantor has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Patent Collateral except where failure to comply would not have a material adverse effect on such Grantor or its Property; and

(h) Such Grantor has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Patent Collateral and hereby grants to ACAS and its employees and agents the right (with no obligation of any kind upon ACAS to do so), upon reasonable notice and during regular business hours, to visit such Grantor's affiliates, franchises or management locations and to inspect the use of the Patent Collateral and quality control records relating thereto at reasonable times during regular business hours to ensure such Grantor's compliance with this paragraph 3(h).

4. Grantors further jointly and severally covenant that:

(a) Until all of the Obligations have been satisfied in full, no Grantor not enter into any agreement, including, without limitation, license agreements or options, which is inconsistent with Grantors' obligations under this Agreement or the Purchase Agreement or which may restrict or impair ACAS' rights or priorities hereunder.

(b) If any Grantor acquires rights to any new Patent Collateral, the provisions of this Agreement shall automatically apply thereto and such Patent Collateral shall be deemed part of the Patent Collateral. Such Grantor shall give ACAS prompt written notice thereof along with an amended Schedule "A " Furthermore, if such Grantor acquires rights as a licensee to any new patents, the provisions of this Agreement shall automatically apply thereto and such patent shall be deemed part of the Schedule B Patents, and any license agreement pursuant to which such Grantor acquires such rights shall be deemed to be included in the definition of "Licenses."

Such Grantor shall give ACAS written notice promptly upon its first use thereof along with an amended Schedule "B."

5. So long as this Agreement is in effect and so long as Grantors have not received notice from ACAS that an Event of Default has occurred and is continuing under the Notes and the Purchase Agreement and that ACAS has elected to exercise its rights hereunder (i) Grantors shall continue to have the exclusive right to use the Patent Collateral; and (ii) ACAS shall have no right to use the Patent Collateral or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patent Collateral to anyone else

6. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patent Collateral to any entity or person other than such Grantors without the prior written consent of ACAS or as may be expressly permitted under the Purchase Agreement.

7. Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Notes or the Purchase Agreement, Grantors hereby jointly and severally covenant and agree that ACAS, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the state of Maryland, may take such action permitted under the Security Agreement, the Purchase Documents, hereunder or under any law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby. For such purposes, and in the event of Grantors' default hereunder or an Event of Default under the Purchase Agreement and while such default or Event of Default exists, each Grantor hereby authorizes and empowers ACAS, its successors and assigns, to make, constitute and appoint any officer or agent of ACAS as ACAS may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for ACAS to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for ACAS to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone else including, without limitation, the power to execute a Patent Collateral assignment in the form attached hereto as Exhibit 1. Such Grantor hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Purchase Documents, and until all of the Obligations of the Loan Parties are indefeasibly paid and satisfied in full and the Security Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Purchase Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to ACAS shall be in addition to any rights and remedies granted to ACAS under the Purchase Documents. In the event of an inconsistency between this Agreement and Security Agreement, the language of the Security Agreement shall control.

10. Upon Grantors' performance of all of the Obligations under the Purchase Documents and full and unconditional satisfaction of all of the Grantors' Obligations, ACAS shall execute and deliver to Grantors all documents reasonably necessary to terminate ACAS' security interest in the Patent Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by ACAS in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantors on demand by ACAS and until so paid shall be added to the principal amount of the Obligations to Lender and shall bear interest at the rate of interest determined in accordance with Section 8.2(c) of the Purchase Agreement.

12. Subject to the terms of the Security Agreement and the Notes, Grantors shall have the duty to prosecute diligently any application and/or registration with respect to the Patent Collateral (other than the Schedule B Patents or any applications or inventions relating thereto) pending as of the date of this Agreement or thereafter, until Grantors' Obligations shall have been satisfied in full, to preserve and maintain all rights in the Patent Collateral (other than the Schedule B Patents or any applications or inventions relating thereto), and upon reasonable request of ACAS, Grantors shall make federal application on registrable but unregistered Patent Collateral (other than the Schedule B Patents or any applications or inventions relating thereto) belonging to Grantors and licensed to Grantors. To the extent Grantors have the duty or right to make any patent applications under any License, Grantors shall have the same duties with respect to the Schedule B Patents as stated in the previous sentence. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Grantors. Grantors shall not abandon any Patent Collateral without the prior written consent of the ACAS, which consent shall not be unreasonably withheld.

13. Grantors shall have the right to bring suit in their own name to enforce the Patent Collateral, in which event ACAS may, if Grantors reasonably deem it necessary, be joined as a nominal party to such suit if ACAS shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantors shall promptly, upon demand, reimburse and indemnify ACAS for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by ACAS in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Notes or Purchase Agreement or hereunder, ACAS may, without any obligation to do so, complete any obligation

of Grantors hereunder, in Grantors' names or in ACAS' name, but at the expense of Grantors, and Grantors hereby agree to reimburse ACAS in full for all expenses, including, without limitation, all reasonable attorneys' fees incurred by ACAS in protecting, defending and maintaining the Patent Collateral.

15. No course of dealing between Grantors and ACAS, nor any failure to exercise, nor any delay in exercising, on the part of ACAS, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of ACAS' rights and remedies with respect to the Patent Collateral, whether established hereby or by the Purchase Documents, or by any other future agreements between Grantors and ACAS or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

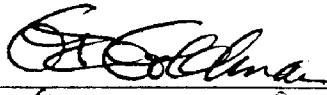
18. This Agreement shall be governed by and construed in conformity with the laws of the State of Maryland, without regard to its otherwise applicable principles of conflicts of laws.

19. GRANTORS AND ACAS EACH WAIVE ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN GRANTOR AND ACAS.

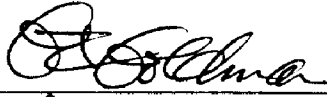
20. THE OBLIGATIONS SECURED HEREBY AND THE SECURITY INTERESTS GRANTED HEREUNDER ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 24, 2000, AMONG FLEET CAPITAL CORPORATION, AS AGENT FOR THE SENIOR LENDERS, ACAS AND THE LOAN PARTIES TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY LOAN PARTIES UNDER AND PURSUANT TO THE LOAN AND SECURITY AGREEMENT DATED AS OF AUGUST 19, 1999 , AND EACH RELATED "LOAN DOCUMENT" (AS DEFINED THEREIN), AND EACH ASSIGNEE HEREUNDER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Patent Security Agreement, under seal, the day and year first above written.


GOLDMAN INDUSTRIAL GROUP, INC.

By: 
Name: Gregory I. Goldman
Title: CEO

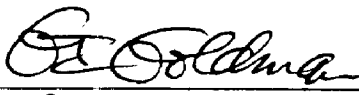
BRIDGEPORT MACHINES, INC.

By: 
Name: Gregory I. Goldman
Title: CEO


FELLOWS CORPORATION

By: 
Name: Gregory I. Goldman
Title: CEO

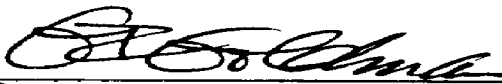
J&L METROLOGY COMPANY, INC.

By: 
Name: Gregory I. Goldman
Title: CEO

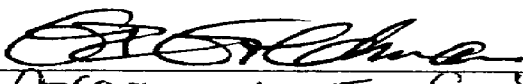
JONES & LAMSON VERMONT CORP.

By: 
Name: Gregory I. Goldman
Title: CEO

BRYANT GRINDER CORPORATION

By: 
Name: Gregory I. Goldman
Title: CEO

HILL-LOMA, INC.

By: 
Name: Gregory I. Goldman
Title: CEO

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Goldman Industrial Group, Inc; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alvin H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Bridgeport Machines, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alicia H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2000~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Fellows Corporation; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2003~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of J&L Metrology Company, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2002~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 12th of April, 2000, before me personally appeared Gregory I. Goldman who me known and being duly sworn, deposes and says that ~~she~~ is CEO of Jones & Lamson Vermont Corp.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alvin H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~s~~he is CEO of Bryant Grinder Corporation; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2003~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of Hill-Loma, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires~~ **November 30, 2003**

Exhibit 1

PATENT ASSIGNMENT

WHEREAS, _____, a Delaware corporation ("Grantor") is the registered owner of: (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"), which are registered with the United States Patent and Trademark Office.

WHEREAS, in conjunction with the Patents and Applications, Grantor may use or adopt any reissues, extensions, divisions or continuations of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); may be entitled to all future royalties or other fees paid or payments made to Grantor in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights") and may be entitled to profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

WHEREAS, _____ ("Grantee") having a place of business at _____ is desirous of acquiring said Patent Collateral:

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Patent Assignment is recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the ___ day of _____, _____.

By: _____
As Attorney-in-fact

STATE OF _____ :
 : S.S.
COUNTY OF _____ :

On this _____ day of _____, _____ before me, a Notary Public for the said County and State, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Patent Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

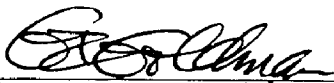
GOLDMAN INDUSTRIAL GROUP, INC., ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 30th day of April, 2000.

By: 
Name: Gregory I Goldman
Title: CEO

POWER OF ATTORNEY

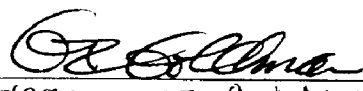
BRIDGEPORT MACHINES, INC., ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 20th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


FELLOWS CORPORATION, ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 20th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


J & L METROLOGY COMPANY, INC., ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 10th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY

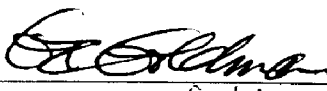
JONES & LAMSON VERMONT CORP., ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 10th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


BRYANT GRINDER CORPORATION, ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 10th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


HILL-LOMA, INC. ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Purchase and Security agreement bearing even date herewith between Grantor and ACAS as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 20th day of April, 2000.

By: 
Name: Gregory I. Goldmann
Title: CEO

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____: SS
COUNTY OF _____:
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory J. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Goldman Industrial Group, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires December 31, 2000~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of Bridgeport Machines, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2002~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ :
COUNTY OF _____ :
DISTRICT OF COLUMBIA

SS

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Fellows Corporation, the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alvin H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~s~~he is CEO of J & L Metrology Company, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2000~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that s/he is CEO of Jones & Lamson Vermont Corp., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30 2000~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ :
COUNTY OF _____ :
DISTRICT OF COLUMBIA

SS

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Bryant Grinder Corporation, the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law, that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alvin H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2002

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~s~~he is CEO of Hill-Loma, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

SCHEDULE A**Patents of Bryant Grinder**

<u>Application/ Patent #</u>	<u>Country</u>	<u>File/Issue Date</u>	<u>Title</u>
4,354,329	U.S.	10/19/82	Loader for Grinding Machines
4,612,735	U.S.	9/23/86	Drill Bit Lug fixture
4,790,545	U.S.	12/13/88	Workpart centering Mechanism for a chuck
4,805,585	U.S.	2/21/89	Radius Dressing Apparatus
5,003,730	U.S.	4/2/91	Radius Dressing Apparatus
5,138,799	U.S.	08/18/92	Probe Positioning Mechanism for a Radius Dresser
5,213,348	U.S.	05/25/93	Workpart Chuck Positioning Mechanism with Independent Shoes
5,554,063	U.S.	9/10/96	Centerless Grinder having inside diameter size control and method therefore
5,718,617	U.S.	2/17/98	Grinder Force Measurement System for computer controlled grinding
3884104.5	Germany	09/15/93	Radius Dressing Apparatus
0304152	Switzerland	09/15/93	Radius Dressing Apparatus
69215083.8	Germany	4/10/92	Probe Positioning Mechanism for a Radius Dresser
Based on U.S. 5,138,799	Italy	4/10/92	Probe Positioning Mechanism for a Radius Dresser
Based on U.S. 5,138,799	Switzerland	4/10/92	Probe Positioning Mechanism for a Radius Dresser

SCHEDULE A

Patents of Fellows Corporation

<u>Application/ Patent #</u>	<u>Country</u>	<u>File/Issue Date</u>	<u>Title</u>
5,345,390	U.S.	9/6/94	Control Graphics System for Gear Shaping Machines
4,784,538	U.S.	11/15/88	Disposable Disk Cutter
4,542,638	U.S.	9/24/85	Automatic Calibration of Sensor Circuits in Gear Shapers
4,533,858	U.S.	8/6/85	Temperature Compensation Apparatus for Gear
<u>3484412.0</u>	<u>Germany</u>	<u>02/03/94</u>	<u>Temperature Compensation Apparatus for Gear Shapers</u>
0212860	EPO	02/03/94	Disposable Disk Cutter
0212860	France	02/03/94	Same as above
0212860	Germany	02/03/94	Same as above
0212860	Gr. Britain	02/03/94	Same as above
0212860	Italy	02/03/94	Same as above
1710959	Japan	11/11/92	Control System for Machine Tool Hydraulically Stroked Cutter
1710960	Div. I	11/11/92	Same as above
1710961	Div. II	11/11/92	Same as above
1710961	Div. III	11/11/92	Same as above
1710962	Div. IV	11/11/92	Same as above

SCHEDULE A

Patents of Bridgeport Machines Ltd.

<u>Patent Number</u>	<u>Description</u>	<u>Issue Date</u>
GB 2,294,219	Tool Carousel	2/25/98
DE 2814013	Rotatable Work Table w/Stepping Drive	10/12/78
FR 2386387	Rotatable Work Table w/Stepping Drive	12/8/78
IT 1102496	Rotatable Work Table w/Stepping Drive	10/7/85

SCHEDULE A

Patents of Hill-Loma, Inc.

Patent Number	Description	Issue Date
4646475	Abrasive Belt Surface Grinder and Method U.S.	03/03/87

SCHEDULE A

Patents of Bridgeport Machines, Inc.

<u>Patent Number</u>	<u>Description</u>	<u>Issue Date</u>
4,841,126	Rotatable table wire EDM machine	6/20/89
5,672,145	Tool Carousel	9/30/97
4,484,845	Machine Tool Safety Shield	11/27/84

SCHEDULE B

NONE

SCHEDULE C

1. *Joint Venture Agreement (Indonesia) and Transfer of Technology* between Bridgeport Machines, Inc., Megatech Limited and P.T. Texmaco Perkasa Engineering, executed on January 28, 1994. The agreement is for the production of Turret Milling, NC and CNC Machining Centers for a new company, known as, P.T. Bridgeport Perkasa Machine Tools. Bridgeport, is to supply the plant with machinery, fixtures, toolings, drawings, technical know-how, relevant documentation and the like. P.T. Bridgeport is to provide all legal functions and other formalities required to set up the instant joint venture agreement and company. The term of agreement and the licenses granted therein shall be for a period of five (5) years, and upon mutual agreement between the Licensor and the Licensee, the term may be extended. As of March 1998, the joint venture had no substantive activities and has been suspended due to current economic conditions in Indonesia. There is a royalty fee arrangement between Bridgeport and Perkasa.

2. *Agreement in Furtherance of the Joint Venture Agreement* between Bridgeport Machines, Inc. and P.T. Bridgeport Perkasa Machine Tools (the Indonesian Joint Venture Agreement) for the license, manufacture and sale of Bridgeport's current mill model and EZ-TRAK, dated January 27, 1997. The agreement provides for Bridgeport to license the exclusive right to manufacture and/or assemble only on its own premises certain machinery and to sell the machinery using the Bridgeport logo. There is a royalty fee arrangement between Bridgeport and Perkasa on the sales revenue of the licensed products. The agreement shall expire five (5) years from the date of commercial production period, but may be extended upon mutual agreement.

3. *Agreement* between Bridgeport Machines, Inc. and P.T. Bridgeport Perkasa Machine Tools for a sublicense to chrome plating technology and know-how obtained from Superior Plating Company. The execution date of the agreement is January 27, 1997. The term of the agreement and licenses granted therein shall commence on the execution date, and unless terminated earlier in accordance with the agreement, shall expire five (5) years from the date of commercial production as defined in the agreement.

4. *Agreement* between Bridgeport Machines, Inc. and Superior Plating Company for licensing, training, and consulting services related to Superior's chrome plating process' made and entered into effect as of July 1997. The agreement provides for the licensee (Bridgeport) to acquire knowledge, and know-how for a period of time to use the chrome plating process held by licensor (Superior), in order to allow P.T. Bridgeport Perkasa Machine Tools to manufacture the parts used in the production of Bridgeport's products. The term of the agreement and the licenses granted therein shall expire on September 30, 2002. Bridgeport is not to assign its rights under the agreement to a third party without prior written consent and approval by Superior.

5. *Joint Venture Agreement (China)* between Bridgeport Machines Ltd. and Chang Zheng Machine Tool Company, Ltd. executed on February 10, 1995 for the manufacture of machine tools in China for sale in Asia. The agreement calls for an initial term of ten (10) years and allows for either party to terminate the joint venture at that time, or when the joint venture,

suffers serious losses and is unable to continue business and the Board of Directors has made a termination decision, in event of liquidation, or unanimously by Board of Directors' vote.

6. *Bridgeport Machines Inc. Library Source Code License Agreement* between Bridgeport Machines, Inc. (Licensor) and Engineering Geometry Systems (Licensee) executed on July 5, 1996. The agreement calls for Bridgeport to grant EGS a nonexclusive, nontransferable license to use, possess and reproduce copies of the source code in order to permit EGS to fix bugs, support, modify, and create composite works of the source code. The agreement shall begin on the execution date and shall continue until terminated by the Licensee at any time for its convenience upon sixty (60) days written notice to Licensor. The Licensee shall pay royalties to Licensor in accordance with the percentage of gross income. The agreement is non-transferable

7. *Patent Settlement Agreement and License* between Hurco Companies, Inc., IMS Technology, Inc., MDB Bank and Bridgeport Machines, Inc. executed on September 8, 1997. The law suit pertained to infringement of U.S. Patent No. 4,477,754 (formally owned by Hurco and assigned to IMS) for an interactive machine control. The settlement agreement provides for full settlement of all claims made by IMS against Bridgeport Machines, Inc., its successors and assigns, and includes a grant of a fully paid up, irrevocable, nonexclusive, license under the IMS patent to Bridgeport Machines, Inc., its successors and assigns to make, have made, import, use, sell or offer for sale all equipment covered by any claim of the IMS patent.

8. *Contract for Transfer of Industrial Machine Tool Technology of PCNC & Digital AC Servo System for Shenyang Industrial Reform Project* between CMC International Tendering Company on behalf of Shenyang Machine Tool Co. Ltd. and Bridgeport Machines, Inc., dated October 7, 1997. The agreement calls for the nonexclusive, nontransferable right and license to use the BCNC & Digital AC Servo System technology, know-how, professional services and training to Shenyang Machine Tool. The term of the agreement ends when both parties complete performance under the contract. The agreement shall not be assigned in whole or in part without the prior written consent of Shenyang Machine Tool Company.

9. *Software License Agreement* between Bridgeport Machines, Inc. and Industrias Romi S.A. executed on February 8, 1995, for the purpose of licensing to Romi certain hardware and software proprietary to Bridgeport Machines, Inc. The license is exclusive for the country of Brazil and nonexclusive for the rest of Latin America. The agreement shall be in force until December 31, 1997 and be automatically extended for successive periods of one (1) year, and may be terminated by written intention within ninety (90) days prior to the termination date of each then current period. The rights and obligations arising out of the agreement cannot be assigned to third parties at any time by either party without prior written consent of the other party except to the successors of substantially all of Bridgeport's business or assets.

10. *Technical and Industrial Cooperation Agreement* between Bridgeport Machines, Inc. and Industrias Romi S.A. dated September 20, 1997, for the purpose of providing Romi the technology to manufacture, use, sell and render service on certain Bridgeport machines. The term of the agreement is five (5) years, and contains no separate termination provision. Romi is entitled to the technology after expiration of the agreement. Written consent is required for any assignment except for the successor of substantially all of Bridgeport's business or assets.

11. *Technical and Industrial Cooperation Agreement* between Bridgeport Machines, Inc. and Industrias Romi S.A., dated October 10, 1995, provides that, Bridgeport will supply Romi with certain information, know-how, and products to enable Romi to manufacture, use, sell and render services related to Bridgeport products. Training will be provided, as well as technical assistance. The technology granted to Romi is on an exclusive basis, in Brazil, and on a non-exclusive basis for other Latin American countries. The term of the agreement is five (5) years. Assignment consent is not required to a successor of substantially all of Bridgeport's business or assets.

12. *Technical and Industrial Cooperation Agreement* between Bridgeport, Inc. and Industrias Romi S.A., dated March 25, 1993, provides that, Bridgeport will supply Romi with the required and proper technology to manufacture, use, sell and render service related to the product designated as CNC Vertical Machining Centers, Discovery Models 300SX and 3008SX. The agreement shall be in force for a period of five (5) years. No prior written consent for assignment is required to the successor of substantially all of Bridgeport's business or assets.

13. *Yasuda License Agreement* between Yasuda International Corporation and Bridgeport Machines Inc., dated November 5, 1986, which supersedes a February 16, 1983 agreement between Yasuda Industry Company, Ltd. and Bridgeport Machines Division of Textron Ltd. The agreement provides that Yasuda grant Bridgeport the right to manufacture, use and sell within the territory (all countries except Japan), the Yasuda Production Center Model YPC-45. Yasuda grants Bridgeport an exclusive license to manufacture, use, market and sell certain licensed products under the licensed patents using certain technical information. Yasuda retains the right to manufacture the product in Japan and sell the products in all countries of the world. Yasuda also reserves the right to grant to a third party the right to manufacture and sell the licensed products in Japan. There is a royalty fee arrangement between Bridgeport and Yasuda on the sales revenue of the licensed products of the licensee. The agreement is for a period of ten (10) years and may be renewed at additional one (1) year terms provided both parties have given written notice. The agreement may be assigned and the rights granted sublicensed to any related company or to any successor to substantially all the business of Bridgeport without Yasuda's further consent.

14. *Acu-Rite License Agreement* between Bridgeport, Inc. (Licensor) and Acu-Rite, Inc. (Licensee), dated May 1, 1993, for the license, manufacture and sale of a retrofit package using Bridgeport's EZ-Trak control technology. Licensor grants to Licensee the right to use certain technology, know-how and software to manufacture and/or assemble on its own premises a retrofit package utilizing lineal encoders, and Licensee agrees to manufacture and assemble on its own premises such retrofit package. The agreement shall expire on April 30, 2000. There is a royalty fee arrangement between Bridgeport and Acu-Rite on the sales revenue of the licensed products of the Licensee. Licensee has an option to renew at Licensor's approval, and on written notice given not later than September 30, 1999 for an extension of the Agreement for an additional term expiring on April 30, 2007.