

FORM PTO-1595 (modified)

(Rev 6-93)

RE

REC

04-30-2003  
102435028

U.S. DEPARTMENT OF COMMERCE

HEET

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please see attached original documents or copies thereof.

1. Name of conveying party(ies):  
 Citicorp USA, Inc.

Additional conveying party(ies) NO

2. Name and address of receiving party(ies):  
 The Cross Company  
 142 Doty Street  
 Fond du Lac, Wisconsin 53935

Additional name(s) & address(es) attached? NO

3. Nature of conveyance:  
 Release of Security Interest

Execution Date:  
 December 31, 1992

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):  
 4,546,834

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Marshall J. Brown  
 FOLEY & LARDNER  
 One IBM Plaza  
 330 North Wabash Avenue, Suite 3300  
 Chicago, Illinois 60611-3608

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1450

DO NOT USE THIS SPACE

9. 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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Marshall J. Brown

*Marshall J. Brown*

9/29/03

Name of person signing

Signature

Date

Document ID No.:102305889

Total number of pages including cover sheet, attachments, and document: 12

04/29/2003 ECOOPER 00000115 061450 4546834

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011.1113555.1

PATENT  
REEL: 013998 FRAME: 0316

FORM PTO-1595 (modified)

(Rev 6-93)

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Citicorp USA, Inc.

12-2-02

2. Name and address of receiving party(ies):

The Cross Company  
142 Doty Street  
Fond du Lac, Wisconsin 53935

Additional conveying party(ies) NO

3. Nature of conveyance:

Release of Security Interest

Execution Date:

December 1992

Additional name(s) & address(es) attached?

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

4,546,834

Additional numbers attached? NO

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Marshall J. Brown  
FOLEY & LARDNER  
One IBM Plaza  
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Marshall J. Brown

11/26/02

Name of person signing

Signature

Date

12/09/2002 TDIAZ1 00000174 4546834

01 EC A021 40.00 Total number of pages including cover sheet, attachments, and document: 12

RELEASE AND REASSIGNMENT (Guarantor)  
OF  
PATENT AND LICENSE ASSIGNMENT

THIS RELEASE AND REASSIGNMENT OF PATENT AND LICENSE ASSIGNMENT ("Release and Reassignment") dated as of December     , 1992, by Citicorp USA, Inc., a Delaware corporation, as "Agent" for itself, the other "Lenders" and the "Issuing Banks" (as such terms are defined in the "Credit Agreement" described below).

W I T N E S S E T H:

WHEREAS, the Lenders, the Issuing Banks, the Agent and the "Lead Managers" (as defined in the Credit Agreement) are parties to that certain Credit Agreement dated as of October 31, 1991 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Giddings & Lewis, Inc., a Wisconsin corporation (the "Borrower") pursuant to which the Agent, the Lenders and the Issuing Banks have agreed, subject to certain conditions precedent, to make loans and other financial accommodations to or for the benefit of the Borrower and/or its Subsidiaries from time to time; and

WHEREAS, The Cross Company, a Michigan corporation, a wholly-owned Subsidiary of the Borrower (the "Guarantor"), and the Agent are parties to that certain Guaranty and Security Agreement dated as of October 31, 1991 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"; unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Guaranty), pursuant to which the Guarantor has (i) guaranteed the repayment in full of all of the Obligations (as defined in the Credit Agreement) and (ii) granted a security interest in certain of its assets to the Agent, for the benefit of the Agent, the Lenders and the Issuing Banks; and

WHEREAS, the Agent and the Guarantor are parties to that certain Patent Security Agreement dated as of October 31, 1991 pursuant to which the Guarantor granted a security interest in and an assignment of certain patents and licenses as described in Annex A and B attached hereto, recorded at Reel 5900, Frames 745-760, (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations and (ii) as a condition precedent to any extension of credit under the Credit Agreement; and

WHEREAS, the Borrower has satisfied its Obligations (as defined in the Credit Agreement) to the Agent, the Lenders and the Issuing Banks, and therefore the Guarantor has requested that the Agent, on behalf of itself, the Lenders and the Issuing Banks release their security interest in the "Patents" and "Licenses"

(as such terms are hereinafter defined) and reassign the same to the Guarantor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Agent hereby releases its security interest in and assignment of the Patents and Licenses.

2. The Agent hereby reassigns, grants and conveys to the Guarantor without any representation, recourse of undertaking by the Agent, all of the Agent's right, title and interest, in and to:

(a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Annex A attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of Guarantor's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) in this paragraph 2(a), are collectively referred to as the "Patents"); and

(b) rights under or interest in any patent license agreements with any other party, whether Guarantor is a licensee or licensor under any such license agreement (but excluding those license agreements to which Guarantor is a party as licensee which prohibit the grant of a security interest therein), including, without limitation, those patent license agreements listed on Annex B attached hereto and hereby made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Guarantor and now or hereafter covered by such licenses (all of the foregoing are collectively referred to as the "Licenses").

IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

CITICORP USA, INC.,  
as Agent

By: Barbara A. Cohen  
Vice President

BARBARA A. COHEN  
Vice President  
PATENT  
REEL: 013998 FRAME: 0319

**ANNEX A**

to

**Release and Reassignment of  
Patent and License Assignment  
Dated as of December \_\_, 1992**

**Patents and Patent Applications**

**Attached.**

1118

U.S. Patent No.

Canada P/M 000327 (exp. 93)

3,834,221 (exp. 07/07/91)	Test Stand for Vehicle Engines	
3,850,209 (exp. 1/7/92)	Method and Means for Automatically Marking Timing Indicia on Vehicle Engines	
3,869,947 (exp. 3/11/92)	Platen Turning Machine	
3,872,712 (exp. 3/25/92)	Leakage Indicator	
3,877,000 (exp. 4/8/92)	Fault Detection Circuit	
3,885,835 (exp. 5/27/92)	Two-Speed Mechanical Quill Feed and Spindle Drive Mechanism for a Machine Tool	Canada P/M 002354 (exp. 1993) Germany P/M 2510170.9 (exp. 1993) G. Britain P/M 1,454,076 (exp. 1995)
3,888,161 (exp. 6/10/92)	Cutting Process and Device for Producing Parallel Flanked Grooves	
3,888,341 (exp. 6/10/92)	Pallet Locating and Clamping Apparatus for Work Transfer Machinery	
3,892,137 (exp. 7/1/92)	Transfer Bar Drive Mechanism	
3,897,834 (exp. 6/8/92)	Torque and Turn Wrench Apparatus	
3,914,078 (exp. 10/21/92)	Control System for Compensating for Machine Tool Wear	Canada P/M 007177 (exp. 1993)
3,916,348 (exp. 11/11/92)	Adaptive Control System	

\* Registration appears in the name of LaSalle Machine Tool. An assignment from LaSalle Machine Tool to The Cross Company was, however, recorded in the U.S. Patent & Trademark Office at Reg. 449 from 918-020 on May 20, 1985.

PATENT

557 900 1118 755

U.S. Patent No.

Title

Foreign Patents/Published Applications

3,934,700 (exp. 1/27/93)	Transfer Line		
3,042,363 (exp. 3/9/93)	Drive Dynamometer System		
4,000,061 (exp. 1/4/94)	Two-Speed Mechanical Quill Feed and Spindle Drive Mechanisms for a Machine Tool		
4,009,968 (exp. 3/1/94)	Electrically-Driven Tool Compensator		
4,016,769 (exp. 4/12/94)	Indexing Drives for Transfer Lines		
4,020,955 (exp. 5/3/94)	Part Storage Apparatus		Canada P/N 1,024,334 (exp. 1995)
4,034,465 (exp. 7/12/94)	Machining Center/Math. Operation		
4,055,366 (exp. 10/25/94)	Control System for Compensating for Machine Tool Wear		
4,085,634 (exp. 4/25/95)	Cam and Cam Follower Assembly		
4,110,897 (exp. 9/6/95)	Apparatus for Automatically Changing Tool Heads		Canada P/N 1,093,494 (exp. 1998) P/M 1,086,887 (exp. 1997) Germany P/M 2852005 (exp. 1998) G. Britain P/M 2033263 (exp. 1994) 2066710 (exp. 1998)
4,146,400 (exp. 4/10/96)	Pallet Locator and Clamping Assembly		India P/M 150892 (exp. 1992) P/M 151876 (exp. 1992) S/M 53-156224
4,253,559 (exp. 3/3/98)	Pallet Locating and Clamping Mechanism for a Transfer Machine		Japan Canada P/M 1,107,227 (exp. 1998) France P/M 1927478 (exp. 1999) G. Britain P/M 2038671 (exp. 1998) Germany P/M P2950202 (exp. 1999)

Registration appears in the name of LaSalle Machine Tool. An assignment from LaSalle Machine Tool to The Cross Company was, however, recorded in the U.S. Patent & Trademark Office at Reg 4319 from 915-920 on May 28, 1985.

95LJWV 0065JW

U.S. Patent No.

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Foreign Patents/Published Applications

• 4,271,957 (exp. 6/8/99)	Mechanical Transfer Bar Drive Assembly	Canada P/N 1,146,100 (exp. 2000) G. Britain 2057,000
• 4,288,182 (exp. 8/8/99)	Machining Apparatus Tool Feed and Retract System	
• 4,309,925 (exp. 1/12/99)	Tool Compensation Mechanism	Germany P/N 3042400 (exp. 2000) Canada P/N 1152777 (exp. 2000) S. Korea P/N 17216 (exp. 1995) Taiwan P/N 14436 (exp. 1996)
• 4,310,270 (exp. 1/12/99)	Feed Unit	
• 4,314,820 (exp. 2/8/99)	Power Roller Accumulating Conveyor	Canada P/N 1,146,110 (exp. 2000)
• 4,323,152 (exp. 4/8/99)	Accumulating Conveyor	
• 4,344,507 (exp. 8/17/99)	Self-Lubricating Machinery Apparatus	
• 4,348,099 (exp. 9/14/99)	Accumulating Conveyor	Canada P/M 1152029 (exp. 2000) Germany P/M P31416478.1 (exp. 2000) G. Britain P/M 2,074,527 (exp. 2001) Japan S/M 03525/81
• 4,386,692 (exp. 6/7/99)	Apparatus for Automatically Loading and Orientating a Cylindrical Workpiece	
• 4,399,907 (exp. 8/23/99)	Accumulating Conveyor	
• 4,456,117 (exp. 6/28/01)	Conveyor with Slow Down Section	Canada S/M 419,535
• 4,460,999 (exp. 7/17/01)	Transfer Machine Control	Germany P/M P3128228 (exp. 2001) Japan S/M 120606/81
• 4,546,834 (exp. 10/15/02)	Two-Speed Mechanical Quill	

• Registration appears in the name of LaSalle Machine Tool. An assignment from LaSalle Machine Tool to The Cross Company was, however, recorded in the U.S. Patent & Trademark Office at Reel 4410 frame 815-820 on May 20, 1985.

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**U.S. Patent No.** 11118 **Foreign Patents/Published Applications**

4,881,032 (exp. 11/08/02)	Mechanism for Preloading Bearings	Canada P/N 1,255,727 (exp. 8/13/08) European P/N 0168034 France Germany P/N 3580069 U.K. Italy India S/N 585/CAL/85 Korea S/N 4925/85 Taiwan S/N 74211010
4,573,506 (exp. 3/4/03)	Dual Stroke Transfer Drive	Canada P/N 1,233,627 (exp. 2005) European P/N 149488 France Germany U.K. Italy Sweden India P/M 163733 Japan S/N 1579/85 Korea S/N 152/85 Taiwan P/M 38254
4,573,747 (exp. 3/4/03)	Apparatus for Aligning a Machine Tool Saddle	Canada P/N 1,240,495 (exp. 2005) India S/N 693/CAL/85 Japan S/N 217783/85 Korea S/N 7182/85 Taiwan P/M 38186
4,830,844 (exp. 12/23/03)	Gib for a Machine Tool	Canada P/N 1,253,328 (exp. 5/2/06) European P/N 0200001 France Germany P/N 3868022 U.K. Italy India P/M 163688 Japan S/N 171462/86 Korea S/N 86-8048 Taiwan P/M 48391
4,853,360 (exp. 3/31/04)	CNC Turning Machine	Canada P/N 1,241,410 (exp. 11/12/05) European P/N 0201239 France Germany U.K. Italy

\* Registration appears in the name of LaSalle Machine Tool. An assignment from LaSalle Machine Tool to The Cross Company was, however, recorded in the U.S. Patent & Trademark Office (at Reg) 4418 from 915-920 on May 28, 1986.

8571111 00651111

U.S. Patent No.

India S/M 342/DEL06  
754/DEL06

Tool Coupling Arrangement for a Tooling Assembly

4,692,074  
(exp. 9/8/04)  
4,739,684  
(exp. 4/26/05)

Canada P/M 1,275,562 (exp. ---)  
China P/M 7038 (exp. ---)  
European P/M 0265506  
France  
Germany  
U.K.

Italy S/M 183283/87  
Japan S/M 87/11738  
Korea P/M 180174 (exp. 2003)  
Mexico S/M 423578/08  
Russia S/M 76106462  
Taiwan

Tool Mounting Arrangement

4,789,280  
(exp. 12/06/05)  
4,852,437  
(exp. 8/1/06)

Canada P/M 601581  
European S/M 348484  
Japan  
Mexico P/M 16377

Method and Apparatus for locating and Clamping a Workpiece Such as a Piston Prior to Rotating Same in a Machining Operation

Method and Apparatus for Finishing Pistons or the Like

4,867,020  
(exp. 9/19/06)  
4,900,840  
(exp. 2/5/08)

Canada P/M 1036528 (exp. 10/25/06)  
European S/M 081019-11.6  
China S/M 89100313.4  
Japan S/M 40118/89  
Korea S/M 89-1634

Digital Control Method and System for a Turning Machine

U.S. Ser. No.  
959,819  
Filed 7/30/90  
961,384  
Filed 8/1/90

Spring Device

Clamping Arrangement for a Cutting Tool

Registration appears in the name of LeSalle Machine Tool. An assignment from LeSalle Machine Tool to The Cross Company esp. however, recorded in the U.S. Patent & Trademark Office at No. 4419 from 015-920 on May 28, 1985.

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**ANNEX B**

**to**

**Release and Reassignment of  
Patent and License Assignment  
Dated as of December \_\_, 1992**

**Patent License Agreements**

**None.**

**PATENT.CC**

**RECORDED: 12/02/2002**

**PATENT  
REEL: 013998 FRAME: 0326**