

07-06-2000

Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101396396

To the Honorable Commissioner of Patents,

and original documents or copy thereof.

1. Name of conveying party(ies) THE GLEASON WORKS JUN - 9 PM 3: 20  
MRD 6-9-00 OPRY FINANCE  
 The Gleason Works  
 Individuals  
 General Partnership -  
 Corporation - State: New York  
 Other - \_\_\_\_\_  
 Association  
 Limited Partnership  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Bankers Trust Company  
 Internal Address: \_\_\_\_\_  
 Street Address: 130 Liberty Street  
 City: New York State: New York ZIP: 10006  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - Collateral Agent  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  
 Security Interest  
 Other \_\_\_\_\_  
 Merger  
 Change of Name  
 Execution Date: February 17, 2000

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

Trademark Registration No.(s)\  
Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 44  
 7. Total fee (37 CFR 3.41): ..... \$ 1,115.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency  
 8. Deposit account number:  
(23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

07/06/2000 DNGUYEN 00000023 2294356  
 01 FC:481 40.00 DP  
 02 FC:482 1075.00 DP

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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.*  
Brian T. Jaenicke  
 Name of Person Signing

Brian T. Jaenicke 6/9/00  
 Signature Date  
 Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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MARKS

Mark	Registration (Application) Number	Registration (Application) Date
PENTAC	2,294,356	August 24, 1998
PHOENIX (and design)	1,709,712	August 25, 1992
PHOENIX (stylized letters)	1,669,155	December 24, 1991
(Phoenix design only)	1,644,972	May 21, 1991
ISO-SPAND	1,518,662	January 3, 1989
TRI-AC	1,500,206	August 16, 1988
TAN-TRU	1,409,208	September 16, 1986
HURTH	1,418,156	November 25, 1986
G-TECH	1,370,914	November 19, 1985
G-TECH (and design)	1,370,913	November 19, 1985
G PLETE	1,172,873	October 13, 1981
G PLETE	1,160,664	July 14, 1981
RSR	1,006,230	March 11, 1975
UNI-SPAND	967,473	September 4, 1973
VERS-GRIP	913,031	June 8, 1971
HI-SPAND	912,998	June 8, 1971
WEDG-AC	897,785	September 1, 1970
RIDG-AC	799,085	November 23, 1965
ENDREM	744,740	February 5, 1963

BALAC	735,624	August , 1962
HURTH (and design)	732,430	June 5, 1962
TANLINE	714,697	May 2, 1961
X-PANDISK	714,696	May 2, 1961
ROUGHAC	697,427	May 10, 1960
HELIXFORM	682,161	July 21, 1959
HARDAC	659,023	March 4, 1958
CURVIC (block letters)	624,437	April 3, 1956
CONIFLEX (block letters)	595,495	September 21, 1954
SINGLE CYCLE	533,026	November 7, 1950
GLEASON (and design)	517,105	November 1, 1949
GLEASON (and design)	512,164	July 12, 1949
CURVIC	402,346	July 13, 1943
REVEX	391,707	November 18, 1941
TANRUF	389,079	July 22, 1941
ACRUF	389,078	July 22, 1941
REVACYCLE	363,196	December 13, 1938
ZEROL (stylized letters)	355,773	March 29, 1938
TOPREM	341,301	December 1, 1936
GLEASON	277,419	November 11, 1930
GLEASON	277,420	November 11, 1930
GLEASON	268,260	March 11, 1930
POWER DRY CUTTING	75/544,570	August 28, 1998
POWER CUTTING	75/542,049	August 24, 1998

POWER LUBE	75/542,048	August 24, 1998
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, THE GLEASON WORKS, a New York corporation (the "Grantor") with principal offices at 1000 University Avenue, P.O. Box 22970, Rochester, New York, 14692, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a continuing security interest in (i) all of Grantor's right, title and interest in, to and under Grantor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of February 17, 2000 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Grantee shall, upon satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant of Security Interest.

This Grant of Security Interest has been made in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 17th day of February, 2000.

THE GLEASON WORKS,  
as Grantor

By Edward J. Pelta  
Name: Edward J. Pelta  
Title: Vice President,  
General Counsel & Secretary

BANKERS TRUST COMPANY,  
as Collateral Agent, and as Grantee

By Susan L. Lefevre  
Name: Susan L. Lefevre  
Title: Director





STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 17th day of February, 2000, before me personally came Susan L. Lefevre who, being by me duly sworn, did state as follows: that he is Director of Bankers Trust Company, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Patricia C. Kiernan  
Notary Public

PATRICIA C. KIERNAN  
Notary Public, State of New York  
No. 01Kt6029934  
Qualified in New York County  
Commission Expires August 29, 2001