

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Hudson-Sharp Machine Company		03/08/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	20975 Swenson Drive		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Waukesha		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53186		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1871025	SERVODRAW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@t-t.com		
<b>Correspondent Name:</b>	Thomson & Thomson		
<b>Address Line 1:</b>	1750 K Street, NW		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>NAME OF SUBMITTER:</b>	CHRISTINE WILSON		
<b>Signature:</b>	/CHRISTINE WILSON/		
<b>Date:</b>	04/05/2005		

CH \$40.00 1871025

**TRADEMARK**

Total Attachments: 2

source=HUDSON-SHARP - JPMORGAN TM#PAGE1.TIF

source=HUDSON-SHARP - JPMORGAN TM#PAGE2.TIF

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS  
AS SECURITY AGREEMENT

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY AGREEMENT (this "Agreement") is made as of the 8<sup>th</sup> day of March, 2005, by THE HUDSON-SHARP MACHINE COMPANY, a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of JP MORGAN CHASE BANK, N.A., a national banking association and successor by merger to Bank One, N.A. (the "U.S. Lender").

RECITALS

A. Pursuant to a certain Collateral Assignment of Trademarks as Security dated July 14, 2003 (the "Assignment") from the Assignor in favor of Bank One, N.A., a national banking association, as the "U.S. Lender" under the Financing Agreement (as defined in the Assignment), the Assignor granted the U.S. Lender a security interest in its Trademarks (as defined in the Assignment) as further set forth in the Assignment. The Assignment was recorded with the Patent and Trademark Office on July 18, 2003 at Reel/Frame 002946/0729.

B. Subsequent to the execution, delivery and recordation of the Assignment, Bank One, N.A. merged with and into JP Morgan Chase Bank, N.A. As a result of such merger, the U.S. Lender is now JP Morgan Chase Bank, N.A., successor to Bank One, N.A.

C. The Assignor and the U.S. Lender have agreed to execute, deliver and record this Agreement in order reflect the identity of the U.S. Lender as JP Morgan Chase Bank, N.A.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor and U.S. Lender agree as follows:

1. The Assignor and U.S. Lender agree that the Recitals above are a part of this Agreement. Unless otherwise expressly defined in this Agreement, terms defined in the Financing Agreement shall have the same meaning under this Agreement.

2. The Assignor represents and warrants to the U.S. Lender that:

(a) All of the Assignor's representations and warranties contained in the Assignment are true and correct on and as of the date of the Assignor's execution of this Agreement.

(b) No Event of Default and no event which, with notice, lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Assignment.

3. The Assignor hereby issues, ratifies and confirms the representations, warranties and covenants contained in the Assignment.

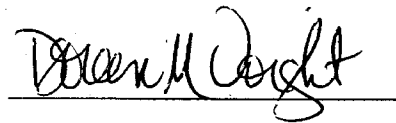
4. The Assignor and U.S. Lender agree that the Assignment is hereby amended to change the name of the U.S. Lender from "Bank One, N.A., a national banking association" to "JP Morgan Chase Bank, N.A., a national banking association". Any and all references in the Assignment to the "U.S. Lender", "assignee", "secured party" or similar terms previously referring to Bank One, N.A. shall hereafter be deemed to refer to JP Morgan Chase Bank, N.A.


5. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The Assignor agrees that the U.S. Lender may rely on a telecopy of any signature of the Assignor. The U.S. Lender agrees that the Assignor may rely on a telecopy of this Agreement executed by the U.S. Lender.

IN WITNESS WHEREOF, the Assignor and the U.S. Lender have executed this Agreement under seal as of the date and year first written above.

WITNESS:

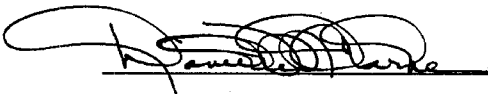
THE HUDSON-SHARP MACHINE COMPANY

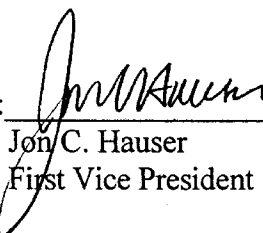
  
\_\_\_\_\_

By:  \_\_\_\_\_ (Seal)  
Gary Reinhert  
Vice President

WITNESS:

JP MORGAN CHASE BANK, N.A.,  
successor-by-merger to Bank One, N.A.

  
\_\_\_\_\_

By:  \_\_\_\_\_ (Seal)  
Jon C. Hauser  
First Vice President