05-18-1998



To the Monorable Commissioner of Patents 1. Name of conveying party(ies): 1. Name: Bridgsport Machines. Inc. 1. Street Address: SOO Lindley Street 1. Corporation - State, Delaware 1. Other 1. Additional name(s) of conveying party(ies) attached? 1. Assignment 2. Name and address of ceceiving party(ies): 2. Name and address of social conveying party(ies) attached? 2. Name and address of social conveying party(ies): 2. Name: Bridgsport Machines. Inc. 3. Nature of Conveyance: 1. Individual(s) citizensity 2. Additional name(s) category for the city of the special city, Bridgsport State: Opinaction 2 party of the city of general Partnership 2. Additional name(s) category attached? 2. Name: Bridgsport Machines. Inc. 3. Nature of Conveyance: 1. Assignment 2. Assignment 2. Assignment 2. Assignment 2. Assignment 3. Nature of Conveyance: 1. Assignment 2. Assignment of State of State of Convertion 2 party of the special city, Bridgsport State of Convertion 3 party of the category and convertion 3 party of the category and category and convertion 3 party of the category and category and convertion 3 party of the special convertion 3 party of this page if paying by Deposit Account 8. Deposit Acc	Form P70-1595 1-31-92 5-11-98	Patent and Trademark Office
1. Name of conveying party(ies): Neiler Financial Inc. Individual(s) General Pertnership MC Corporation - State, Delaware Other Additional name(s) of conveying party(ies) attached? Yes XX 70 3. Nature of Conveyance: Assignment Assignment Security Agreement Change of Name Mc Other (Cher. Release of Security Interest Execution Date: March 20, 1990 4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application No.(s) S. Name and address of party to whom correspondence concerning document should be mailed: Cynthia Clarke Weber, Rag. SUGNUE, MICN, ZINN, MCCFEAK & SEAS, PLLC 2100 Pennsylvania Avenue, N.N. Washington, D.C. 20017-1202 Do NOT WEITE IN THIS SPACE ONE No. 0651-0011 (exp. 4/94) Do not detect this portion Do n	100	714433 hed original documents or copy thereof.
Name : Bridgeport Machines, Inc. Individual(s) Association Street Address: 500 Lindley Street		
Individual (9) Association Corporation - State, Delaware Other Additional name(s) of conveying party(ies) attached? Additional name(s) of conveying party(ies) attached? Assignment Security Agreement Security Agreement Change of Name Security Agreement Change of Name Cother, Release of Security Interest Execution Date: March 20, 1990 4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) deadress of party to whom correspondence Concerning document should be mailed: Cynthia Clarke Weber, Saq. SURHRUE, NION, ZINN, MACPEAK & SEAS, PLLC ZIOO Pennsylvania Avenue, N.M. Mashington, D.C. 20037-1202 DO NOT WRITE IN 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. Manne TOTAL MUMBER OF PAGES COMPRISHING COVER SEES, ATTACHERSTE AND DOCUMENT: Mall documents to be recorded with required cover sheet information. Mall documents to be recorded with required cover sheet information. Mall documents to be recorded with required cover sheet information.	, ,	
Additional numbers attached? Association Assignment Assignment Assignment Association Change of Conveyance: Assignment Assignment Assignment Assignment Security Agreement Change of Name XX Other, Release of Security Interest Execution Date: March 20, 1990 4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application No. (s) B. Trademark Registration No. (s) A. Trademark Application No. (s) A. Trademark Application No. (s) S. Name and address of party to whom correspondence concerning document should be mailed: Cynthia Clarke Neber, Esq. SUCRUE, MION, 278N, MACPENA & SEAS, PLLC 2100 Pennsylvania Assembly N. N. Washington, D.C. 20037-2202 DO NOT WEXTE IN TRIE 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 she original document. Name TOTAL MUMBER OF PAGES COMPRISIND COVER SPEER, ATTACHMENTS AND DOCUMENT: DO Not detash this period Mail documents to be recorded with required cover sheet information to: Additional numbers attached? Yes XX No 6. Total number of applications and registration involved: 2	Individual(s) Association General Partnership Limited Partnership XX Corporation - State, Delaware	Street Address: 500 Lindley Street City: Bridgeport State: Connecticut Zip: 06606
Assignment Merger Change of Name X Other, Release of Security Interest Execution Date: March 20, 1990 4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional numbers attached? Yes XX No 5. Name and address of party to whom correspondence concerning document should be mailed: (Omthia Clarke Neber, Esg. Schenzer, MON, 21NN, MACPEAK & SEAS, PLIC 2100 Pennsylvania Avenue, N.N. Washington, D.C. 20037-3202 DO NOT WRITE IN 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 provinging to be regioned with required cover sheet information to: Do not detach this portion Manne TOTAL MURGER OF PAGES COMPRESSION COVER SHEET, ATTACHMENTS AND DOCUMENTS. Do not detach this portion Mail documents to be recorded with required cover sheet information to:	yes _XX_ no	Association General Partnership Limited Partnership XX Corporation - State, Delaward Other
If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional numbers attached? Yes XK. No 5. Name and address of party to whom correspondence concerning document should be mailed: Cynthia Clarke Weber, Esq. SUGRRUE, MION, ZINN, MACPBAK & SEAS, PLIC 2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037-3202 7. Total Fee (37 CFR 3.41): XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880. Authorized to be charged to Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account No 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. Do NOT WRITE IN TRIS 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. Name TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: Do not detech this portion Mail documents to be recorded with required cover sheet information to:	XX Other, Release of Security Interest	Additional name(s) & address(es) attached?
Additional numbers attached? Additional numbers attached? S. Name and address of party to whom correspondence concerning documents should be mailed: Cynthia Clarke Weber, Eag. SUGRRUE, MION, ZINN, MACPEAK & SEAS, PLIC 2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037-3202 7. Total fee (37 CFR 3.41): S 65.00 XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880. Authorized to be charged to Deposit Account 8. Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account DO NOT WRITE IN TRIS 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 phe original document. Name TOTAL NUMBER OF PAGES COMPRISHING COVER SEREET, ATTACHMENTS AND DOCUMENT: Do not detach this portion Mail documents to be recorded with required cover sheet information to:	· -	ication, the execution date of the application is:
5. Name and address of party to whom correspondence concerning document should be mailed: Cynthia Clarke Weber, Eag. SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC 2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037-3202 7. Total Fee (37 CFR 3.41): \$ 65.00 XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19- 4880. Authorized to be charged to Deposit Account 8. Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account 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. Name Total Number of applications and registration involved: 2 OND NOT WEITE IN TRIS 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. Name Total Number of applications and registration involved: 2 OND NOT WEITE IN TRIS 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. Name Total Number of applications and registration involved: 2 OND NOT WEITE IN TRIS 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. Do not detach this portion Mail documents to be recorded with required cover sheet information to:	A. Trademark Application No.(s)	
5. Name and address of party to whom correspondence concerning document should be mailed: Cynthia Clarke Weber, Eag. SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC 2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037-3202 7. Total Fee (37 CFR 3.41): \$ 65.00 XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19- 4880. Authorized to be charged to Deposit Account 8. Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account 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. Name Total Number of applications and registration involved: 2 OND NOT WEITE IN TRIS 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. Name Total Number of applications and registration involved: 2 OND NOT WEITE IN TRIS 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. Name Total Number of applications and registration involved: 2 OND NOT WEITE IN TRIS 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. Do not detach this portion Mail documents to be recorded with required cover sheet information to:	Additional numbers a	ttached? Yes XX No
SUCHRUE, MION, ZINN, MACPERA & SEAS, PLLC 2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037-3202 7. Total Fee (37 CFR 3.41): \$ 65.00 XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880. Authorized to be charged to Deposit Account 8. Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account DO NOT WRITE IN TRIS 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 phe original document.	5. Name and address of party to whom correspondence	
2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037-3202 7. Total Fee (37 CFR 3.41): \$ 65.00 XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19- 4880. Authorized to be charged to Deposit Account 8. Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account Do NOT WRITE IN TRIS 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. Authorized to be charged to Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account Do NOT WRITE IN TRIS 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.	Cynthia Clarke Weber, Esq.	
8. Deposit Account No. (Attach dupl. copy of this page if paying by Deposit Account DO NOT WRITE IN TRIS 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. Date	2100 Pennsylvania Avenue, N.W.	XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-
(Attach dupl. copy of this page if paying by Deposit Account Do NOT WRITE IN TRIS 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.		Authorized to be charged to Deposit Account
DO NOT WRITE IN TRIE 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. 15/78 Date Date Pages Comparising Cover Select, ATTACHMENTS AND DOCUMENT: OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to:		8. Deposit Account No.
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. 15/78 Davie Pages Comprising Cover SHEET, ATTACHMENTS AND DOCUMENT: OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to:		(Attach dupl. copy of this page if paying by Deposit Account)
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 phe original document. 15/78 Davie Davie Pages Comparising Cover SHEET, ATTACHMENTS AND DOCUMENT: OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Documents to be recorded with required cover sheet information to:	DO NOT MR	
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.		
OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to:	To the best of my knowledge and belief, the foregoing in:	
TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to:	Cyribana Cuelca	Date
Do not detach this portion Mail documents to be recorded with required cover sheet information to:		DRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:
Mail documents to be recorded with required cover sheet information to:		
Commissioner of Patennts and Trademarks Box Assignments Washington, Dc. 20231	Mail documents to be recorded with required cover sheet: Commissioner of Box	information to: Patents and Trademarks Assignments

05/15/1996 TTBH11 00000290 1421600

44.00 P 55.00 P

ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Assignment is made as of this <u>20</u> day of March, 1990 by and between Heller Financial, Inc., a Delaware corporation ("Heller") with offices at 505 North Brand Boulevard, Glendale, California 91203 and Bridgeport Machines, Inc., a Delaware corporation ("Bridgeport"), with offices at 500 Lindley Street, Bridgeport, Connecticut 06606.

Recitals

- 1. To secure certain indebtedness owed by Bridgeport to Heller, Bridgeport and Heller entered into a document entitled Collateral Assignment of Copyrights, Patents and Trademarks dated July 3, 1986 (the "Collateral Assignment") which was recorded with the Commissioner of Patents and Trademarks on Reel 4576 Frame 043-056 of the Patent office and on Reel 0538 Frame 423-436 of the Trademark office.
- 2. The Collateral Assignment concerned the patents, patent applications and trademarks as identified on the attached Schedules "B" and "C" (the "Collateral").
- Heller pursuant to the Collateral Assignment, Heller hereby assigns all right, title and interest, including the goodwill attendant the trademarks, to Bridgeport Machines, Inc., nunc pro tunc July 3, 1986. Heller confirms that it was and continues to be the intent of Heller and Bridgeport that all right, title and interest in all patents and trademarks was to remain in Bridgeport unless and until an "Event of Default" (as defined in the Loan Agreement) had occurred and Heller had exercised its rights as a secured party holding a security interest in the copyrights.
- 4. Heller has agreed to release its interest in the Collateral by reassigning same to Bridgeport.

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) paid by Bridgeport to Heller together with other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Heller does hereby sell, assign, transfer, and convey to Bridgeport, its successors and assigns, the entire right, title and interest in and to the Collateral together with the goodwill of the business in connection with which the

Collateral is used and all renewals, re-issues, extensions and continuances of any of the Collateral. Furthermore, the Commissioner of Patents and Trademarks is expressly requested to issue directly to Bridgeport all Letters Patent resulting from said Applications or any continuation or division thereof.

IN WITNESS WHEREOF, Heller has executed this Assignment on the date first above written.

HELLER FINANCIAL, INC.

By: Marganet & Opcols
Title: Asit Vice President

ACTHOVIEDGEMENT

State of California) ss County of Los Angeles)

On this the 20th day of March, 1990 before me, Donna Rae Johnson, a Notary Public in and for said County and State personally appeared Margaret E. Jacobs known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President of MELLER FINANCIAL, INC. that executed the within instrument on behalf of said corporation, and acknowledged to me that as such Assistant Vice President of said corporation, she signed and delivered the within instrument as her free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

In Witness Whereof I hereunto set my hand and official seal.

Notati Public

OFFICIAL SEAL
DONNA RAE JOHNSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. spire: MAR 12, 1993

KER 5333 FAMES | 4

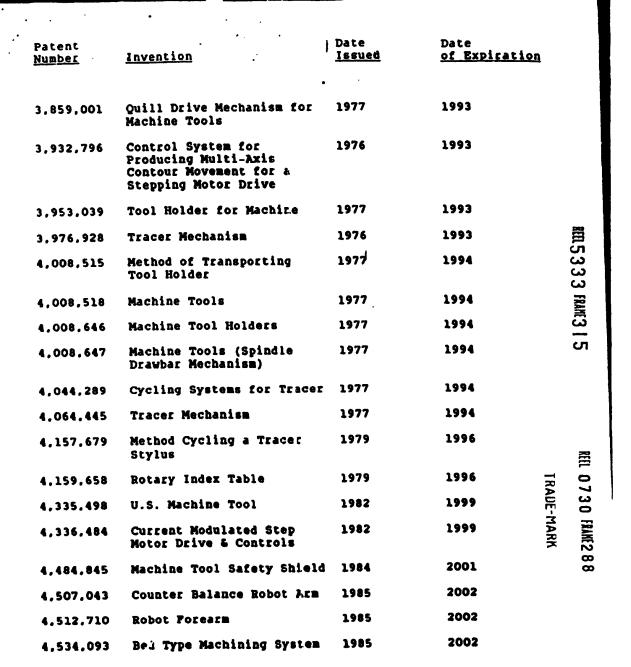


то

COLLATERAL ASSIGNMENT OF COPYRIGHTS, PATENTS, AND TRADEMARKS

U.S. PATENTS

Patent Number	Invention	Date Issued	Date of Expiration
3,424,028	Safety Handle for Feed Screw Operating Mechanism (Series II Standard)	1969.	1986
3,467,177	Air Cooling System for Heat Generating Power Transmission (2J Head)	1969	1986
3,531,865	Scribing Device	1970	1987
3,557,638	Power Drive for Rotatable Shaft (Series II Standard)	1971	1988
3,570,369	Tool Carrying Turret	1971	1988
3,577,176	Constant Current Step Motor System	1971	1988
3,582,749	Control System for Turning	1971	1988
3,676,120	Side Operated Drawbolt	1972	1989
3,764,781	Device for Interchanging Measurement Systems	1973	1990
3,767,990	Control System for Producing Multi-Axis Contour Movement for a Stepping Motor Drive	1973	1990
3,788,635	Machine Tool Vise	1974	1991
3,803,927	Ball Quill	1974	1991
3,837,261	Knee Clamp (Double Clamp) CNC	1974	1991
3,854,837	Apparatus and Means for Performing a Method for Controlled Deep Hole Drilling	1974	1991





TRADEMARK REEL: 1729 FRAME: 0179

1

COLLATERAL ASSIGNMENT OF COPYRIGHTS, PATENTS AND TRADEMARKS

U.S. TRADEMARKS

Trademark	Registration Date	Date of Expiration	Registration Number
Bridgeport	1959 (1979)	1999	672,452
Hariq	1975	1995	1,010,714
Harig w/ Design	1976	1996	1.042.713
DTC	1978	1998	1,086,258
AIR-PLO	1972	1992	948.899
CON-TROL-PATH	1972	1992	941,384
LINE-A-MILL	1966	1986	816.572
THIN-LINE	1984	2004	1,274,189
EASY CAM	1984	2004	1,265,627
TIGER	1982	2002	1,218,999
EZ-CAM	1985	2005	1,338,961
INTERACT	1985	2005	1,361,441
TOP SHOPS	1984	2004	1,290,041
\$7D3	1985	2005	1,333,984
R2C3	1985	2005	1.331.693
R2R3	1985	2005	1,332,878
QUILLNASTER	1959/79	1999	681,116
SYNCHRO-TRACE	1960/80	2000	696,003
SERVICE MARK		•	
ZAP	1970	1990	885,065

Trademarks - Not Registered

AUTO-STOP BPC 320-H
BZ-BUILD
BZ-CAN II
ez-drapt
BZ-BDM
BZ-FILB
EZ-MAC
ez-Turn Hogger

RECORDED PATENT AND TRADEMARK OFFICE

APR 181990

 $e^{i \gamma_{p_{i},p_{i}}}$

TRADE-MARK

TRADEMARK REEL: 1729 FRAME: 0180 REI 07:30 FAME 290



LAW OFFICES

Sughrue, Mion, Zinn, Macpear & Seas

2100 PENNSYLVANIA AVENUE, N.W. WASHINGTON, D.C. 20037-3202

> TELEPHONE (202) 293 7060 April 18, 1990

OF COURSEL RICHARD C SUGHRUE, P.C GARY D HRUGMAN

> TELEX 649H03 248503

FACSIMILE (202) 293-7860 (202) 293-8131 JAPAN OFFICE

TOEI NISHI SHIMBASHI BUILDING 4F 13 S NISHI SHIMBASHI I-CHOME HINATO KU, TOKTO 103 JAPAN TELEPHONE (03) 503-3760 FACSIMILE (03) 503-3758

Honorable Commissioner of Patents and Trademarks Washington, D.C. 20231

> Re: Recordation of Release of Security Interest Our Ref.: Bridgeport Machines, Inc.

90 APR 26 All

Dear Sirs:

Please record the attached "Assignment of Security Interest in Patents and Trademarks" dated March 20, 1990 from Heller Financial Inc. to Bridgeport Machines, Inc. against the U.S. patents and trademarks listed on Schedules B and C to the Assignment.

This is a release of a security interest previously granted by Bridgeport to Heller which was recorded on Reel 4576 Frames 043-056 and Reel 0538 Frames 423-436.

Please charge the recordation fee of \$8.00 per property to our Deposit Account No. 19-4880. There are 35 patents against which this document should be recorded, totalling \$280 for the recordation fee for the patents. There are 19 trademark registrations against which this security interest should be recorded totalling \$152.00 for the trademarks. The total is thus \$432. Please charge any additional payments to our Deposit Account No. 19-4880 as well.

Respectfully yours,

Cynthia Clarke Weber

ccW/pg Enclosure Release of Security Agreement

91509435

P 30556 04/25/90 3424028

19-4880 030 518 TRASSEMBARK REEL: 1729 FRAME: 0181

ABBIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Assignment is made as of this <u>20</u> day of March, 1990 by and between Heller Pinancial, Inc., a Delaware corporation ("Heller") with offices at 505 North Brand Boulevard, Glendale, California 91203 and Bridgeport Machines, Inc., a Delaware corporation ("Bridgeport"), with offices at 500 Lindley Street, Bridgeport, Connecticut 06606.

Recitals

- 1. To secure certain indebtedness owed by Bridgeport to Heller, Bridgeport and Heller entered into a document entitled Collateral Assignment of Copyrights, Patents and Trademarks dated July 3, 1986 (the "Collateral Assignment") which was recorded with the Commissioner of Patents and Trademarks on Reel 4576 Frame 043-056 of the Patent office and on Reel 0538 Frame 423-436 of the Trademark office.
- 2. The Collateral Assignment concerned the patents, patent applications and trademarks as identified on the attached Schedules "B" and "C" (the "Collateral").
- 3. To the extent the title to the Collateral appeared to pass to Heller pursuant to the Collateral Assignment, Heller hereby assigns all right, title and interest, including the goodwill attendant the trademarks, to Bridgeport Machines, Inc., nunc pro tunc July 3, 1986. Heller confirms that it was and continues to be the intent of Heller and Bridgeport that all right, title and interest in all patents and trademarks was to remain in Bridgeport unless and until an "Event of Default" (as defined in the Loan Agreement) had occurred and Heller had exercised its rights as a secured party holding a security interest in the copyrights.
- 4. Heller has agreed to release its interest in the Collateral by reassigning same to Bridgeport.

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) paid by Bridgeport to Heller together with other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Heller does hereby sell, assign, transfer, and convey to Bridgeport, its successors and assigns, the entire right, title and interest in and to the Collateral together with the goodwill of the business in connection with which the

WILL U I'S D INNEC U J

Collateral is used and all renewals, re-issues, extensions and continuances of any of the Collateral. Furthermore, the Commissioner of Patents and Trademarks is expressly requested to issue directly to Bridgeport all Letters Patent resulting from said Applications or any continuation or division thereof.

IN WITNESS WHEREOF, Heller has executed this Assignment on the date first above written.

HELLER FINANCIAL, INC.

By: Margaret & Cacous Title: Asit Vice President



State of California
County of Los Angeles

On this the 20th day of March, 1990 before me, Donna Rae Johnson, a Notary Public in and for said County and State personally appeared Margaret E. Jacobs known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President of HELLER FINANCIAL, INC. that executed the within instrument on behalf of said corporation, and acknowledged to me that as such Assistant Vice President of said corporation, she signed and delivered the within instrument as her free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

88:

In Witness Whereof I hereunto set my hand and official seal.

Notate Fublic

OFFICIAL SEAL
DONNA RAE JOHNSON
NOTARY PUBLIC - CALIF ORNIA
LOS ANGELES COUNTY
My comm. expire: MAR 12, 1993

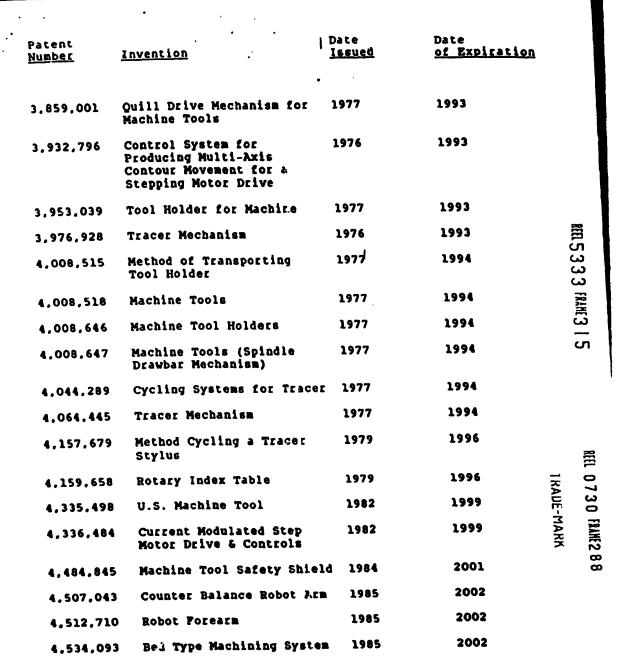
COLLATERAL ASSIGNMENT OF COPYRIGHTS, PATENTS, AND TRADEMARKS

U.S. PATENTS

Patent Number	Invention	Date Issued	Date of Expiration
3,424,028	Safety Handle for Peed Screw Operating Mechanism (Series 11 Standard)	1969-	1986
3,467,177	Air Cooling System for Heat Generating Power Transmission (2J Head)	1969	1986
3,531,865	Scribing Device	1970	1987
3,557,638	Power Drive for Rotatable Shaft (Series II Standard)	1971	1988
3,570,369	Tool Carrying Turret	1971	1988
3,577,176	Constant Current Step Motor System	1971	1988
3,582,749	Control System for Turning	1971	1988
3,676,120	Side Operated Drawbolt	1972	1989
3,764,781	Device for Interchanging Measurement Systems	1973	1990
3,767.990	Control System for Producing Multi-Axis Contour Movement for a Stepping Motor Drive	1973	1990
3,788,635	Machine Tool Vise	1974	1991
3,803,927	Ball Quill	1974	1991
3,837,261	Knee Clamp (Double Clamp)	1974	1991
3,854,837	Apparatus and Means for Performing a Method for Controlled Deep Hole Drilling	1974	1991

TRADEMARK REEL: 1729 FRAME: 0185 BILL OI OC IMPRET .

TRADE-MARK



Application Number	Applications <u>Pending</u>	Date of Pile
356,342	Multi-Master Processor	 3/9/82
391,120	Brushless Motor Control System and Method of Speed Regulation	6/23/82
12,401	Robot (Omnibus Application)	1983

TRADEMARK REEL: 1729 FRAME: 0187

1

U.S. TRADEMARKS

_	Registration	Date of	Registration
<u>Trademark</u>	Date	Expiration	Number
Bridgeport	1959 (1979)	1999	672,452
Harig	1975	1995	1,010,714
Harig w/ Design	1976	1996	1,042,713
DTC	1978	1998 (1,086,258
AIR-PLO	1972	1992 '	948.899
CON-TROL-PATH	1972	1992	941,384
LINE-A-HILL	1966	1986	816,572
THIN-LINE	1984	2004	1,274,189
EASY CAM	1984	2004	1,265,627
TIGER	1982	2002	1,218,999
ez-cah	1985	2005	1,338,961
INTERACT	1985	2005	1,361,441
TOP SHOPS	1984	2004	1,290,041
S7D3	1985	2005	1,333,984
R2C3	1985	2005	1.331.693
R2B3	1985	2005	1.332.878
Quillmaster	1959/79	1999	681,116
SYNCHRO-TRACE	1960/80	2000	696,003
SERVICE MARK		•	
ZAP	1970	1990	885.065

Trademarks - Not Registered

AUTO-STOP
BPC 320-H
BZ-BUILD
BZ-CAN II
BZ-DRAPT
BZ-BDM
BZ-PILB
BZ-MAC
BZ-TURN
HOGGER

RECORDED PATENT AND TRADEMARK OFFICE

APR 1 8 1990

WILL OF PARTY OF THE PARTY OF T

TRADE-MARK

FORM PTD-1595 U.S DEPARTMENT OF COMMERCE 1-31-92 RECORDATION FORM COVER SHEET TRADEBLARS ONLY			
To the Honorable Commissioner of Patents and Trademarks.	Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):	2. Name and address of receiving party(les)?		
Heller Financial Inc.	Name: Bridgeport Machines, Inc.		
Individual(s) Association	Street Address: 500 Lindley Street		
XX Corporation - State, Delaware Other	City: Bridgeport State: Connecticut Zip: 06606		
Additional name(s) of conveying party(ies) attached?	Individual(s) citizenship Association General Partnership Limited Partnership		
3. Nature of Conveyance:	XX Corporation - State, Delaware Other		
Assignment Merger Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached:YesNo		
XX Other, Release of Security Interest	Additional name(s) & address'es) attached?YesXX No		
Execution Date: March 20, 1990			
4. Application number(s) or registration number(s): If this document is being filed together with a new appl	1		
A. Trademark Application No.(8)	B. Trademark Registration No.(#) 1,424,600 and 1,444,875		
Additional numbers	attached? Yes XX No		
5. Name and address of party to whom correspondence	6. Total number of applications and registration involved:		
concerning document should be mailed:	2		
Cynthia Clarke Weber, Esq. SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC			
SOURKE, HON, ZIAN, PAGESAN & SANS, FEEC 2100 Pennsylvania Avenue, N.M. Washington, D.C. 20037 3202	7. Total Fee 137 CFR 3.41,: \$ 65.00 XX Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19 4880. Authorized to be charged to Deposit Account		
	8. Deposit Account No.		
	(Attach dupl. copy of this page if paying by Deposit Account)		
DO NOT WRITE IN 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.			
_ Cyvidina Clean) /5/98 Dade Q		
TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:			
OMB No. 0651-0011 (exp. 4/94)			
Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231			

APR 1990 1990 Sughr

LAW OFFICES

Sughrue, Mion, Zinn, Macpear & Seas

2100 PENNSYLVANIA AVENUE, N.W. WASHINGTON, D.C. 20037-9202

76LEPHONE (202) 293-7060 April 18, 1990 OF COURSEL RICHARD C. SUGHRUE, P.C GARY D. KRUGMAN

> TELEX 6491103 246503

FACSIMILE (202) 293-7860 (202) 293-9131 JAPAN OFFICE

TOEI NISHI SHIMBASHI BUILDING 4F 13-3 NISHI SHIMBASHI I-CNOME MINATO XU, YOKYO 103 JAPAN TELEPHONE (03) 303-3760 FACSIMILE (03) 303-3736

11:35:11:13:23:1

Honorable Commissioner of Patents and Trademarks Washington, D.C. 20231

> Re: Recordation of Release of Security Interest Our Ref.: Bridgeport Machines, Inc.

Dear Sirs:

Please record the attached "Assignment of Security Interest in Patents and Trademarks" dated March 20, 1990 from Heller — Financial Inc. to Bridgeport Machines, Inc. against the U.S. patents and trademarks listed on Schedules B and C to the Assignment.

This is a release of a security interest previously granted by Bridgeport to Heller which was recorded on Reel 4576 Frames 043-056 and Reel 0538 Frames 423-436.

Please charge the recordation fee of \$8.00 per property to our Deposit Account No. 19-4880. There are 35 patents against which this document should be recorded, totalling \$280 for the recordation fee for the patents. There are 19 trademark registrations against which this security interest should be recorded totalling \$152.00 for the trademarks. The total is thus \$432. Please charge any additional payments to our Deposit Account No. 19-4880 as well.

Respectfully yours,

ŧ

Cynthia Clarke Weber

CCW/pg Enclosure Release of Security Agreement

91509435

P 30556 04/25/90 3424028

19-4880 030 518 TRANDOMARK REEL: 1729 FRAME: 0190

ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Assignment is made as of this <u>20</u> day of March, 1990 by and between Heller Financial, Inc., a Delaware corporation ("Heller") with offices at 505 North Brand Boulevard, Glendale, California 91203 and Bridgeport Machines, Inc., a Delaware corporation ("Bridgeport"), with offices at 500 Lindley Street, Bridgeport, Connecticut 06606.

Recit;als

- 1. To secure certain indebtedness owed by Bridgeport to Heller, Bridgeport and Heller entered into a document entitled Collateral Assignment of Copyrights, Patents and Trademarks dated July 3, 1986 (the "Collateral Assignment") which was recorded with the Commissioner of Patents and Trademarks on Reel 4576 Frame 043-056 of the Patent office and on Reel 0538 Frame 423-436 of the Trademark office.
- 2. The Collateral Assignment concerned the patents, patent applications and trademarks as identified on the attached Schedules "B" and "C" (the "Collateral").
- 3. To the extent the title to the Collateral appeared to pass to Heller pursuant to the Collateral Assignment, Heller hereby assigns all right, title and interest, including the goodwill attendant the trademarks, to Bridgeport Machines, Inc., nunc pro tunc July 3, 1986. Heller confirms that it was and continues to be the intent of Heller and Bridgeport that all right, title and interest in all patents and trademarks was to remain in Bridgeport unless and until an "Event of Default" (as defined in the Loan Agreement) had occurred and Heller had exercised its rights as a secured party holding a security interest in the copyrights.
- 4. Heller has agreed to release its interest in the Collateral by reassigning same to Bridgeport.

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) paid by Bridgeport to Heller together with other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Heller does hereby sell, assign, transfer, and convey to Bridgeport, its successors and assigns, the entire right, title and interest in and to the Collateral together with the goodwill of the business in connection with which the

WILL O 1 O I IMME CO

Collateral is used and all renewals, re-issues, extensions and continuances of any of the Collateral. Furthermore, the Commissioner of Patents and Trademarks is expressly requested to issue directly to Bridgeport all Letters Patent resulting from said Applications or any continuation or division thereof.

IN WITNESS WHEREOF, Heller has executed this Assignment on the date first above written.

HELLER FINANCIAL, INC.

Title: ast Vice President

ACKNOWLEDGENEUT

State of California)
County of Los Angeles)

On this the 20th day of March, 1990 before me, Donna Rae Johnson, a Notary Public in and for said County and State personally appeared Margaret E. Jacobs known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President of HELLER FIMAMCIAL, INC. that executed the within instrument on behalf of said corporation, and acknowledged to me that as such Assistant Vice President of said corporation, she signed and delivered the within instrument as her free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

In Witness Whereof I hereunto set my hand and official seal.

Densa Ray Desson



KE 5333 FRANCS | 4

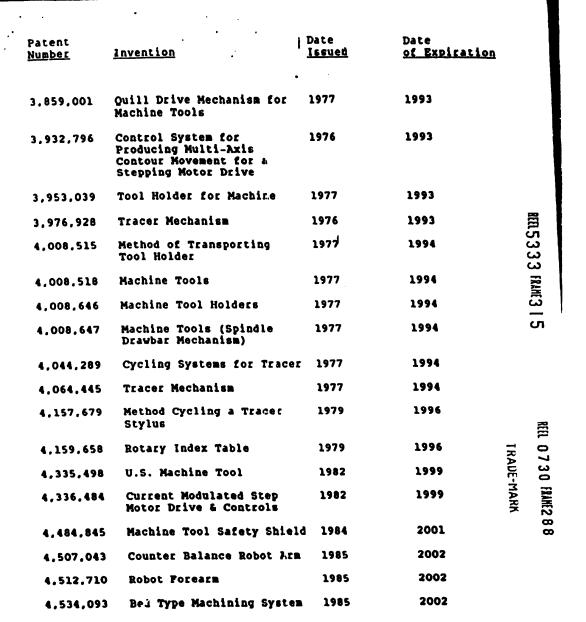


TO

COLLATERAL ASSIGNMENT OF COPYRIGHTS, PATENTS, AND TRADEMARKS

U.S. PATENTS

Patent <u>Number</u>	Invention	Date Issued	Date of Expiration
3,424,028	Safety Handle for Feed Screw Operating Mechanism (Series II Standard)	1969.	1986
3,467,177	Air Cooling System for Heat Generating Power Transmission (2J Head)	1969	1986
3,531,065	Scribing Device	1970	1987
3,557,638	Power Drive for Rotatable Shaft (Series II Standard)	1971	1988
3,570,369	Tool Carrying Turret	1971	1988
3,577,176	Constant Current Step Motor System	1971	1988
3,582,749	Control System for Turning	1971	1988
3,676,120	Side Operated Drawbolt	1972	1989
3,764,781	Device for Interchanging Measurement Systems	1973	1990
3.767.990	Control System for Producing Multi-Axis Contour Movement for a Stepping Motor Drive	1973	1990
3,788,635	Machine Tool Vise	1974	1991
3,803,927	Ball Quill	1974	1991
3,837,261	Knee Clamp (Double Clamp) CNC	1974	1991
3,854,837	Apparatus and Means for Performing a Method for Controlled Deep Hole Drilling	1974	1991



1 :

Application Number	Applications <u>Rending</u>	Date of Pile :
356.342	Multi-Master Processor	3/9/82
391,120	Brushless Motor Control System and Method of Speed Regulation	6/23/82
12,401	Robot (Omnibus Application)	1983

TRADEMARK REEL: 1729 FRAME: 0196

1

U.S. TRADEMARKS

Trademark	Registration Date	Date of Expiration	Registration Number
Bridgeport	1959 (1979)	1999	672,452
Harig	1975	1995	1.010.714
Harig w/ Design	1976	1996	1.042.713
DTC	1978	1998	1,086,258
AIR-PLO	1972	1992	948,899
CON-TROL-PATH	1972	1992	941.384
LINE-A-MILL	1966	1986	816.572
Thin-Line	1984	2004	1,274,189
easy cam	1984	2004	1,265,627
TIGER	1982	2002	1,218,999
EZ-CAM	1985	2005	1.338.961
INTERACT	1985	2005	1,361,441
TOP SHOPS	1984	2004	1,290,041
S7D3	1985	2005	1,333,984
R2C3	1985	2005	1.331.693
R2E3	1985	2005	1.332.878
QUILLMASTER	1959/79	1999	681,116
SYNCHRO-TRACE	1960/80	2000	696,003
SERVICE MARK		•	
ZAP	1970	1990	885.065

Trademarks - Not Registered

<u>AUTO-STOP</u>
BPC 320-H
BZ-BUILD
EZ-CAN II
EZ-DRAFT
BZ-BDM
BZ-PILB
BZ-MAC
BZ-TURN
HOGGER

RECORDED
PATENT AND TRADEMARK
OFFICE

APR 1 8 1990

TRADEMARK REEL: 1729 FRAME: 0197

TRADE-MARK