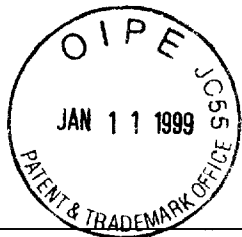


MKD
1-11-99



RECORDATION

01-13-1999



100942023

To the Honorable Commissioner of Patents and
thereof.

attached original documents or copy

1. Name of conveying party:

Fleet National Bank
a National Banking Association

2. Name and address of receiving party:

Gleason Corporation
a Wisconsin corporation
10474 Santa Monica Boulevard, Suite 400
Los Angeles, CA 90025

3. Nature of conveyance:

Assignment and Release

Execution Date: October 23, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

N/A

B. Trademark Registration Nos.

(1) 985,352 (3) 1,792,368 (5) 1,680,405
(2) 998,647 (4) 1,697,633 (6) 1,393,962

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

Susan C. Alker, Esq.
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90017

6. Total number of applications and registrations involved: 6

7. Total fee:

\$165.00 (Enclosed)

8. Deposit Account Number:

N/A

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.

Susan C. Alker
Name of Person Signing

Susan Alker
Signature

December 15, 1998
Date

01/13/1999 DNGUYEN 00000039 985352

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

01 FC:481
02 FC:482

40.00 OP
125.00 OP

LA1:832930.1

TRADEMARK
REEL: 1838 FRAME: 0779

ASSIGNMENT AND RELEASE OF INTEREST IN TRADEMARKS AS COLLATERAL

AGREEMENT made as of this 23rd day of October, 1998, by and between FLEET NATIONAL BANK, a national banking association with its principal place of business at 111 Westminster Street, Providence, Rhode Island 02903 (the "Lender"), and GLEASON CORPORATION, a Wisconsin corporation with its principal place of business at 1047⁴ Santa Monica Boulevard, Suite 400, Los Angeles, California 90025 (the "Assignor"), as successor pursuant to the merger of Ace Products, Inc. ("Ace") into Gleason Corporation.

W I T N E S S E T H:

WHEREAS, pursuant to an Assignment of Trademarks as Collateral dated as of May 16, 1989 (the "Assignment"), between Lender and Ace, Ace assigned to Lender a mortgage, lien upon and security interest in certain trademarks, including, without limitation, those listed on the attached Exhibit A (the "Trademarks") as security for the obligations set forth in the Assignment; and

WHEREAS, Ace has merged with and into Assignor pursuant to a merger effective June 30, 1992; and

WHEREAS, Assignor has satisfied said obligations and Lender has agreed to release its security interest in the Trademarks and reassign them to Assignor;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Assignor hereby agree as follows:

1. Lender hereby assigns and transfers to Assignor, without recourse, its entire right, title and interest in and to the Trademarks and the other collateral described in the Collateral Assignment.


2. Lender hereby releases its mortgage and security interest in the Trademarks and in the other collateral described in the Assignment.

3. Assignor and Lender hereby acknowledge and agree that the Assignor is terminated as of the date of this Agreement.

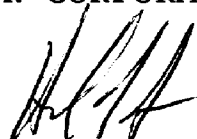
4. The date of this Agreement first set forth above is for identification purposes only. This Agreement was executed by the parties on the date set forth in the acknowledgements below.

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

FLEET NATIONAL BANK

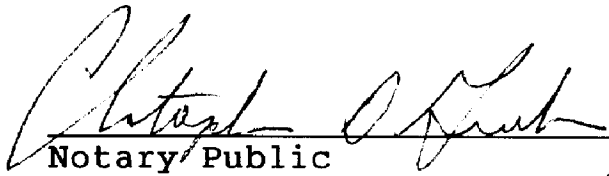
By: 
Douglas E. Scala
Vice President

GLEASON CORPORATION

By: 
Title: Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 20th day of October, 1995 before me personally appeared the above-named Douglas E. Scala, Vice President of Fleet National Bank, to me known and known by me to be the Vice President of said bank and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said bank.

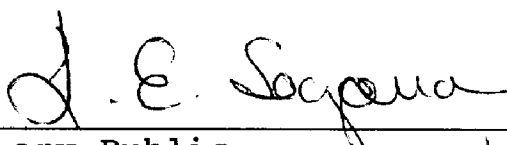


Notary Public
My commission expires: 7/2/97

CHRISTOPHER D. GRAHAM, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires 7/2/97

STATE OF CALIFORNIA
COUNTY OF

On the 23rd day of October, 1998 before me personally appeared the above-named Howard L. Simon, a Vice President of Gleason Corporation, to me known and known by me to be the Vice President of said corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.



Notary Public
My commission expires: 8/16/99



**EXHIBIT A
TO
ASSIGNMENT AND RELEASE OF INTEREST IN TRADEMARKS
AS COLLATERAL**

U.S. Trademark Registrations

GLEASON, AS SUCCESSOR BY MERGER WITH ACE

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
985,352	06/04/74	"Ace with Stylized A"
998,647	11/19/74	Wheel & Fender Design
1,225,906	02/01/83	"ACE TUF"
1,792,368	9/14/93	Ace-Tuf

GLEASON CORPORATION

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
1,004,987	02/18/75	"TOTA BOTA"
1,697,633	6/30/92	Great Lakes Gear
1,680,405	3/24/92	Handi-Back Chair
1,393,962	5/20/86	Husky XL