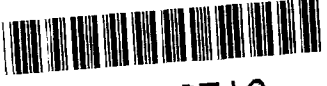


05-06-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION
TRADEMARK

102996719

5-4-05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 MAG Industrial Automation Systems, LLC
 Cincinnati Machine, LLC
 Lamb Technicon, LLC
 Lamb Assembly and Test, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Companies

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: SILVER POINT FINANCE, LLC
 Internal
 Address: _____
 Street Address: Two Greenwich Plaza
 City: Greenwich
 State: Connecticut
 Country: USA Zip: 06830

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability C Citizenship Delaware

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 04/03/2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 76/609,695 78/121,669
 76/609,697

B. Trademark Registration No.(s)
 792,894 2,524,243
 897.352 2,519,416

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Howard E. Silverman
 Internal Address: Greenberg Traurig, LLP
Suite 2500
 Street Address: 77 W. Wacker Drive
 City: Chicago
 State: IL Zip: 60601-1732
 Phone Number: (312) 456-5202
 Fax Number: (312) 456-8435
 Email Address: silvermanh@gtlaw.com

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 50-2428
 Authorized User Name Howard E. Silverman

9. Signature: Howard E. Silverman April 29, 2005
 Signature Date

Howard E. Silverman Total number of pages including cover sheet, attachments, and document: 32
 Name of Person Signing

RECEIVED
OPR/FINANCE
2005 MAY -11 PM 2:34

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/05/2005 GTQ11 00000003 76609695

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

TRADEMARK
REEL: 003156 FRAME: 0713

Continuation of Item No. 1

Name of conveying party(ies)

UNOVA Industries, Inc. – Corporation
MAG Industrial Holdings, LLC – Limited Liability Company
Cincinnati MAG Machine, Inc. – Corporation
Lamb Tech, Inc. – Corporation
Lamb Assembly, Inc. – Corporation
MAG Machine International, Inc. – Corporation

Citizenship

Nevada
Delaware
Delaware
Delaware
Delaware
Delaware

Continuation of Item No. 4

B. Trademark Registration No.(s)

2,694,520
823,994
1,916,282
783,985
1,059,001
789,958
1,396,467
248,760
1,795,601
2,465,623
1,411,191
221,128
1,355,083
825,265
2,554,025
1,711,190
2,169,390
2,444,162
2,381,209
2,440,168
2,378,990
2,385,063
889,688

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Patent and Trademark Security Agreement"), dated as of April 3, 2005, is made by MAG Industrial Automation Systems, LLC, a Delaware limited liability company, Cincinnati Machine, LLC, a Delaware limited liability company, Lamb Technicon, LLC, a Delaware limited liability company, Lamb Assembly and Test, LLC, a Delaware limited liability company, UNOVA Industries, Inc., a Nevada corporation, MAG Industrial Holdings, LLC, a Delaware limited liability company, Cincinnati MAG Machine, Inc., a Delaware corporation, Lamb Tech, Inc., a Delaware corporation, Lamb Assembly, Inc., a Delaware corporation and MAG Machine International, Inc., a Delaware corporation (each individually, a "Grantor" and collectively, the "Grantors") in favor of SILVER POINT FINANCE, LLC, a Delaware limited liability company, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit and Guaranty Agreement described below ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Domestic Credit Agreement"), by and among, the Grantors, as Borrowers and Guarantors and the Agent, as agent for the Lenders from time to time party thereto, such Lenders have agreed to make Advances and incur Letter of Credit Obligations on behalf of the Borrowers; and

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Foreign Credit Agreement" and, together with the Domestic Credit Agreement, each individually, a "Credit Agreement" and collectively, the "Credit Agreements"), by and among (i) MAG International Industrial Automation Systems, S.à.r.l., a limited liability company formed under the laws of Luxembourg (the "Foreign Borrower"); (ii) MAG International Holdings, S.à.r.l., a limited liability company formed under the laws of Luxembourg ("MAG-Lux"), "Caroline" Einhundertdritte Vermögensverwaltungsgesellschaft mbH, a limited liability company organized under the laws of Germany, registered in commercial register of the Hamburg local court under HRB 93117 ("Caroline"), Lamb Technicon, Ltd, a corporation registered in Ontario, Canada under Number 6940651 ("Lamb-Can"), Cincinnati Machine Limited, a company registered in England and Wales under Number 5322930 ("CML"), Lamb Technicon Limited, a company registered in England and Wales under Number 5334478 ("Lamb-UK"), MAGUS GmbH, a limited liability company formed under the laws of Switzerland ("MAGUS"), MAGIP GmbH, a limited liability company formed under the laws of Switzerland ("MAGIP"), and Cincinnati Machine Korea Corp., a Korean corporation ("Lamb-Korea" and, together with MAG-Lux, Caroline, Lamb-Can, CML, Lamb-UK, MAGUS, and MAGIP, each a "Foreign Guarantor" and collectively, the "Foreign Guarantors"); and (iii) the Agent, as agent for the Lenders from time to time party thereto, such Lenders have agreed to make Advances and incur Letter of Credit Obligations on

behalf of the Foreign Borrower, some or all of which Advances and Letter of Credit Obligations will directly benefit the Foreign Guarantors; and

WHEREAS, pursuant to the terms of that certain Guaranty Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty Agreement"), executed by each of the Grantors in favor of the Agent, for the benefit of the Lenders under the Foreign Credit Agreement, the Grantors have guaranteed the payment and performance of all obligations of the Foreign Borrower and Foreign Guarantors under the Foreign Credit Agreement; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreements and the other Loan Documents and to make the Advances and incur the Letter of Credit Obligations to and for the benefit of the Grantors and the Foreign Borrower as provided for in the respective Credit Agreements, Grantors have agreed to grant a continuing security interest in and Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations, pursuant to that certain Security Agreement of even date herewith (the "Security Agreement");

WHEREAS, each of the Grantors is a Credit Party under the Domestic Credit Agreement and affiliated by common ownership with each of the other Grantors and the Foreign Borrowers and the Foreign Guarantors; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, to induce Lenders to make the Advances and incur the Letter of Credit Obligations under each of the Credit Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, when due, and performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien (as applicable) upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its now owned and hereafter acquired or arising and filed patents and patent applications ("Patents"), including without limitation, each patent and application listed on Schedule I hereto;

(ii) all of its Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(iii) all of its now owned and hereafter acquired or arising and filed trademarks, service marks, trademark or service mark registrations, trade names, and

trademark and service mark applications (“Trademarks”), including without limitation, common law rights and each mark, registration and application listed on Schedule II hereto;

(iv) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(v) all reissues, continuations, divisions, renewals or extensions of the foregoing;

(vi) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and

(vii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Intellectual Property Collateral, and (B) injury to the goodwill associated with any Intellectual Property Collateral.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that, as of the Closing Date, each Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office, or its foreign equivalents, as applicable, each Patent and each License is listed, together with application or registration numbers, as applicable, in Schedule I and Schedule II, respectively, hereto. Each Grantor, jointly and severally, represents and warrants that, except as set forth in Disclosure Schedule (3.15) to the Domestic Credit Agreement, all Patents and Trademarks which are necessary or material to the operations of such Grantor have been registered or are pending with the United States Patent and Trademark Office or its foreign equivalents, as applicable. Each Patent granted by and each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents is valid and enforceable, has not been adjudged invalid or unenforceable, in whole or in part, and is not at this time the subject of any challenge to its validity or enforceability except for arguments submitted by the United States Patent and Trademark Office, or its foreign equivalents in the ordinary course of prosecuting the patents or as set forth in Disclosure Schedule 3.15 to the Domestic Credit Agreement. Each Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Except as set forth in Disclosure Schedule (3.15) to the Domestic Credit Agreement, no Grantor is aware of any infringement claim by any other Person with respect to any of the Intellectual Property Collateral. This Patent and

Trademark Security Agreement is effective to create a valid and continuing security interest in and Lien on (as applicable) and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Patent and Trademark Security Agreement with the United States Patent and Trademark Office within ninety (90) days of the creation of each security interest, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on (as applicable) Grantor's Patents and Trademarks shall have been duly taken.

The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor contained in the Security Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein. Grantors shall have the duty to prosecute diligently any applications to register any of the Intellectual Property Collateral, and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property Collateral. Any expenses incurred in connection with the Intellectual Property Collateral shall be borne solely by Grantors. Grantors shall not abandon any Intellectual Property Collateral without the prior written consent of Lenders.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Patent and Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to

applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Patent and Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex H to the Domestic Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.10 of the Domestic Credit Agreement), and given in the manner required by Section 12.10 of the Domestic Credit Agreement.

8. **ADDITIONAL GRANTORS.** The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Patent and Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Patent and Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. **TERMINATION OF THIS SECURITY AGREEMENT.** Subject to Section 6 hereof, this Patent and Trademark Security Agreement shall terminate upon the Termination Date. Upon the Grantor's request, the Agent and/or the Lenders shall within a reasonable time after any such termination execute and deliver to the Grantors such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

10. **NO STRICT CONSTRUCTION.** The parties hereto have participated jointly in the negotiation and drafting of this Patent and Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Patent and Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Patent and Trademark Security Agreement. This Patent and Trademark Security Agreement is to be read, construed and applied together with the Domestic

Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Patent and Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Domestic Credit Agreement, the provision in the Domestic Credit Agreement shall govern and control.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Patent and Trademark Security Agreement with its counsel.

12. REQUESTED RECORDATION. The Grantors authorize and request that the United States Patent and Trademark Office (and any state, foreign or other authority to which this Patent and Trademark Security Agreement is submitted) record this Patent and Trademark Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Intellectual Property Collateral.

13. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW, AND EACH PARTY EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.

14. POWER OF ATTORNEY. The Grantors hereby irrevocably grant to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantors' attorney-in-fact, with full authority in the name, place and stead of each such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Patent and Trademark Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantors' approval thereof or signature thereto) Schedule I hereof, as appropriate and as otherwise permitted herein, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantors after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantors no longer have or claim any right, title or interest; and

(b) To execute any document required to acknowledge, register or perfect the security interest of the Agent and the Lenders in any part of the Intellectual Property Collateral without the signature of such Grantors unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Domestic Credit Agreement has been terminated, at which time the foregoing power of attorney shall also terminate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

**MAG INDUSTRIAL AUTOMATION
SYSTEMS, LLC**

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

CINCINNATI MACHINE, LLC

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

LAMB TECHNICON, LLC

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

LAMB ASSEMBLY AND TEST, LLC

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

UNOVA INDUSTRIES, INC.

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

MAG INDUSTRIAL HOLDINGS, LLC

By: James Benjamin
Name: James Benjamin
Title: Authorized Officer

CINCINNATI MAG MACHINE, INC.

By: James Benjamin
Name: James Benjamin
Title: Authorized Officer

LAMB TECH, INC.

By: James Benjamin
Name: James Benjamin
Title: Authorized Officer

LAMB ASSEMBLY, INC.

By: James Benjamin
Name: James Benjamin
Title: Authorized Officer

MAG MACHINE INTERNATIONAL, INC.

By: James Benjamin
Name: James Benjamin
Title: Authorized Officer

Acknowledged and Agreed:
SILVER POINT FINANCE, LLC, as Agent

**By: Silver Point Capital, L.P., its
managing member**

**By: Silver Point Capital
Management, LLC, its general
partner**

By: Edward A. Mulé
Name: Edward A. Mulé
Title: Managing Member

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

**Cincinnati Operations Trademarks and Trademark
Applications**

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ACE	CIN	BLR	CINT-3049	Pending	76/609695			
Country: United States of America					27-Aug-2004			
ACES	CIN	BLR	CINT-3050	Pending	76/609697			
Country: United States of America					27-Aug-2004			
BORE-MATIC	CIN	BLR	CINT-3038	Registered	003912	030334	11-May-2011	
Country: Benelux					11-May-1971	11-May-1971		
Owner: Cincinnati Milacron, Inc.								
Classes: 7								
BORE-MATIC	CIN	BLR	CINT-3038	Registered	02-Feb-1932	448462	02-Feb-2012	
Country: Germany								
Owner: Cincinnati Milacron, Inc.								
Classes: 7								
BORE-MATIC	CIN	BLR	CINT-3038	Registered	05-Feb-1964	4275766	02-Feb-2014	
Country: Italy								
Owner: Cincinnati Milacron, Inc.								
Classes: 7								
CENTRI-MATIC	CIN	BLR	CINT-3040	Unfiled		1581988		
Country: France								
Owner: Cincinnati Milacron, Inc.								
Classes: 7								
CIM-XCHANGER	CIN	BLR	CINT-3023	Registered	4.582/M-72	720045827	27-Oct-2011	
Country: Brazil					29-Mar-1972	27-Oct-1981		
Owner: UNOVA IP Corp.								
Classes: 7								
CINCINNATI	CIN		CINT-0079	Renewed	86127	86127	24-Jan-2017	
Country: New Zealand					24-Jan-1968	14-May-1971		
Owner: UNOVA Industrial Automation Sy								
Classes: 7								

Agent: PAR AJ Park

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number / Date	Renewal Date	First Use Date
CINCINNATI Country: Spain	CIN	CINT-0079	Registered	553063	20-Jan-1968	553063	27-Feb-2011	
	Owner: UNOVA Industrial Automation Sy					27-Feb-1971		
	Agent: ELZ Elizabethuru							
CINCINNATI Country: Benelux	CIN	BLR	CINT-0557	Registered	003937	030359	11-May-2007	
	Owner: UNOVA Industrial Automation Sy				11-May-1971	01-Jul-1972		
	Agent: NAS Keith W. Nash & Co.							
CINCINNATI Country: Italy	CIN	BLR	CINT-0557	Unfiled				
	Agent: NAS Keith W. Nash & Co.							
CINCINNATI Country: France	CIN	CINT-1837	Registered	50474	23-Jul-1968	1473458	27-Jun-2008	
	Owner: UNOVA Industrial Automation Sy					05-Jun-1998		
	Classes: 1, 7, 9							
CINCINNATI Country: Argentina	CIN	BLR	CINT-3030	Registered	523126	1431653	22-Nov-2010	
	Owner: Cincinnati Milacron, Inc.				08-Apr-1959	22-Nov-1960		
	Classes: 7							
CINCINNATI Country: Chile	CIN	BLR	CINT-3030	Registered	93,558	377355	02-May-2011	
	Owner: Cincinnati Milacron, Inc.				09-Dec-1960	02-May-1961		
	Classes: 7							
CINCINNATI Country: Colombia	CIN	BLR	CINT-3030	Registered	70504	50867	12-Mar-2012	
	Owner: Cincinnati Milacron, Inc.				27-Dec-1960	12-Mar-1962		
	Classes: 7							
CINCINNATI Country: Italy	CIN	BLR	CINT-3030	Registered	21757C/68	232718	13-Mar-2008	
	Owner: Cincinnati Milacron, Inc.				13-Mar-1968	21-Oct-1968		
	Classes: 7							

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
CINCINNATI	CIN	BLR	CINT-3030	Registered	87344	97990	18-Apr-2014	
Country: Mexico	Owner: Cincinnati Milacron, Inc.							
	Classes: 7							
CINCINNATI	CIN		CINT-5280	Registered	72/200328	792894	20-Jul-2005	
Country: United States of America	Owner: UNOVA Industrial Automation Sy							
CINCINNATI	CIN		CINT-5281	Registered	1282466	1282466	16-Aug-1978	
Country: European Community	Owner: UNOVA Industrial Automation Sy							

Designated Countries

- AT Registered
- BX Registered
- DE Registered
- DK Registered
- ES Registered
- FI Registered
- FR Registered
- GB Registered
- GR Registered
- IE Registered
- IT Registered
- PT Registered
- SE Registered

CINCINNATI	CIN		CINT-5281	Registered	72/305313	897352	25-Aug-2010	
Country: United States of America	Owner: UNOVA Industrial Automation Sy							

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number / Date	Renewal Date	First Use Date
CINCINNATI (and design)	CIN		CINT-0002	Registered	75/936574 / 06-Mar-2000	2524243 / 01-Jan-2002	01-Jan-2012	
Country: United States of America			Owner: UNOVA Industrial Automation Sy					
CINCINNATI (Stylized)	CIN		CINT-0001	Registered	1282573 / 18-Aug-1999	1282573 / 13-Nov-2000	18-Aug-2009	
Country: European Community			Owner: UNOVA Industrial Automation Sy					

Designated Countries

- AT Registered
- BX Registered
- DE Registered
- DK Registered
- ES Registered
- FI Registered
- FR Registered
- GB Registered
- GR Registered
- IE Registered
- IT Registered
- PT Registered
- SE Registered

CINCINNATI (Stylized)	CIN		CINT-0001	Registered	75/936203 / 06-Mar-2000	2519416 / 18-Dec-2001	18-Dec-2011	
Country: United States of America			Owner: UNOVA Industrial Automation Sy					
CINCINNATI PLUS	CIN	BLR	CINT-0009	Registered	76/114870 / 21-Aug-2000	2694520 / 11-Mar-2013	20-Mar-2000	
Country: United States of America			Owner: UNOVA Industrial Automation Sy					

Classes: 37, 41, 42

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
CINCO 15	CIN	BLR	CINT-3032	Registered	240259 07-Mar-1966	823994 14-Feb-1967	14-Feb-2007	
Country: United States of America Owner: Cincinnati Milacron, Inc. Classes: 23								
CINCRON	CIN		CINT-9443	Registered	74/572332 12-Sep-1994	1916282 05-Sep-1995	05-Sep-2005	
Country: United States of America Owner: UNOVA Industrial Automation Sy								
CINTERNAL	CIN	BLR	CINT-3041	Registered	48892-C/89 22-May-1989	561497 18-Feb-1992	22-May-2009	
Country: Italy Owner: Cincinnati Milacron, Inc.								
CINTERNAL	CIN	BLR	CINT-3041	Registered	42836/1984 25-Apr-1984	1889675 29-Sep-1986	29-Sep-2006	
Country: Japan Owner: Cincinnati Milacron, Inc.								
CINTERNAL	CIN	BLR	CINT-3041	Registered	2573 16-May-1984	332377 21-Sep-1984	16-May-2014	
Country: Switzerland Owner: Cincinnati Milacron, Inc.								
CINTERNAL	CIN	BLR	CINT-3041	Registered	1207528 19-Nov-1983	1207528 19-Nov-1983	19-Nov-2014	
Country: United Kingdom Owner: Cincinnati Milacron, Inc. Classes: 7								
CINTIMATIC	CIN	BLR	CINT-3024	Registered	003923 11-May-1971	030345 11-May-1971	11-May-2011	
Country: Benelux Owner: Cincinnati Milacron, Inc.								
CINTIMATIC	CIN	BLR	CINT-3024	Registered	19335 13-May-1964	783985 26-Jan-1965	26-Jan-2005	
Country: United States of America Owner: Cincinnati Milacron, Inc.								
CINTURN	CIN	BLR	CINT-3033	Registered	081487 25-Mar-1976	1059001 15-Feb-1977	15-Feb-2007	
Country: United States of America Owner: Cincinnati Milacron, Inc. Classes: 7								
CONTROLLED FORCE	CIN	BLR	CINT-3042	Registered	003917 11-May-1971	030339 11-May-1971	11-May-2011	
Country: Benelux Owner: Cincinnati Milacron, Inc. Classes: 7								

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
CONTROLLED FORCE Country: Germany	CIN	BLR	CINT-3042	Registered	C288237WZ 17-Oct-1979	1005335 23-Jul-1980	17-Oct-2009	
Owner: Cincinnati Milacron, Inc. Classes: 7								
CONTROLLED FORCE Country: United States of America	CIN	BLR	CINT-3042	Registered	188867 17-Mar-1964	789958 25-May-1965	25-May-2005	
Owner: Cincinnati Milacron, Inc. Classes: 23								
CTL Country: United States of America	CIN	BLR	CINT-3019	Registered	557938 12-Sep-1985	1396467 10-Jun-1986	10-Jun-2006	
Owner: UNOVA IP Corp. Classes: 7								
DART Country: China	CIN	BLR	CINT-3025	Pending	9700130956 08-Dec-1997			
Classes: 7								
FILMATIC Country: Benelux	CIN	BLR	CINT-3034	Registered	003919 11-May-1971	030341 11-May-1971	11-May-2011	
Owner: UNOVA Industrial Automation Sy Classes: 7								
FILMATIC Country: United Kingdom	CIN	BLR	CINT-3034	Registered	610989 06-Mar-1940	610989 06-Mar-1940	06-Mar-2010	
Owner: Cincinnati Milacron, Inc. Classes: 7								
GAGE-MATIC Country: Benelux	CIN	BLR	CINT-3043	Registered	003913 11-May-1971	030335 11-May-1971	11-May-2011	
Owner: Cincinnati Milacron, Inc. Classes: 7								
GAGE-MATIC Country: Italy	CIN	BLR	CINT-3043	Registered	22-May-1989	561498 18-Feb-1992	22-May-2009	
Owner: Cincinnati Milacron, Inc. Classes: 7, 8								

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
GAGE-MATIC Country: United States of America	CIN BLR	Cincinnati Milacron, Inc.	CINT-3043	Registered	268604 25-Jun-2028	248760 30-Oct-2028	30-Oct-2008	
Classes: 23								
GAGE-MATIC Country: Italy	CIN BLR	Cincinnati Milacron, Inc.	CINT-3043-1	Pending	48993-C/89 22-May-1989			
Classes: 7								
GAGE-MATIC Country: Sweden	CIN BLR	Cincinnati Milacron, Inc.	CINT-3043-1	Unfiled		034787		
Classes: 7								
GEMINEX Country: United States of America	CIN	UNOVA Industrial Automation Sy	CINT-0301	Unfiled				
Classes: 007								
H AND DESIGN Country: Benelux	CIN BLR	Cincinnati Milacron, Inc.	CINT-3044	Registered	003915 11-May-1971	030337 11-May-1971	11-May-2011	
Classes: 7								
HEALD Country: Benelux	CIN BLR	UNOVA IP Corp.	CINT-3045b	Registered	003910 11-May-1971	030332 11-May-1971	11-May-1981	
Classes: 7								
HEALD RED HEAD Country: Benelux	CIN BLR	Cincinnati Milacron, Inc.	CINT-3045	Registered	003911 11-May-1971	030333 11-May-1971	11-May-2011	
Classes: 7								
HEALD RED HEAD Country: France	CIN BLR	Cincinnati Milacron, Inc.	CINT-3045	Registered		1507089 10-Feb-1954		
Classes: 7								

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
HEALD RED HEAD Country: Germany	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045	Registered	C28657/7 14-Aug-1979	1025989 30-Nov-1981	14-Aug-2009	
HEALD RED HEAD Country: Japan	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045	Pending	45665/65 20-Sep-1965			
HEALD RED HEAD Country: Sweden	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045	Registered		052138 10-Jul-1939	10-Jul-2009	
HEALD RED HEAD Country: United Kingdom	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045	Unfiled		1033430	03-Jul-2005	
HEALD RED HEAD Country: Germany	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045-1	Unfiled		513893		
HEALD RED HEAD Country: United Kingdom	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045-1	Registered	31-Mar-1938	584596 21-Dec-1938	31-Mar-2008	
HEALD RED HEAD (WORDMARK) Country: Brazil	CIN BLR Owner: Cincinnati Milacron, Inc. Classes: 7	BLR	CINT-3045	Registered	4-819/M-72 03-Apr-1972	006191550 25-Dec-1975	25-Dec-2005	
HYDRO-TEL Country: Benelux	CIN BLR Owner: UNOVA IP Corp. Classes: 7	BLR	CINT-3020	Registered	003918 11-May-1971	030340 11-May-1971	11-May-2011	

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
HYDRO-TEL	CIN BLR		CINT-3020	Registered	4581/M-72A	006751644	10-Sep-2008	
Country: Brazil	Owner: UNOVA IP Corp.				29-Mar-1972	10-Sep-1978		
	Classes: 7							
HYDRO-TEL	CIN BLR		CINT-3020-2	Registered	4.581/M-72	006751636	10-Sep-2008	
Country: Brazil	Owner: UNOVA IP Corp.				29-Mar-1972	10-Sep-1978		
	Classes: 7							
HYPERCOMP	CIN		CINT-0060					
Country: United States of America	Owner: UNOVA Industrial Automation Sy			Common law				
HYPOWERMATIC	CIN BLR		CINT-3026	Registered	003921	030343	11-May-2011	
Country: Benelux					11-May-1971	11-May-1971		
MAGNUM	CIN BLR		CINT-3027	Registered	AM2324/95	159126	01-Aug-2005	
Country: Austria					24-Apr-1995	01-Aug-1995		
	Classes: 7							
MAGNUM	CIN BLR		CINT-3027	Registered	847132	579151	26-Apr-2005	
Country: Benelux	Owner: UNOVA Industrial Automation Sy				26-Apr-1995	26-Apr-1995		
	Classes: 7							
MAGNUM	CIN BLR		CINT-3027	Registered	781246	490960	05-Mar-2013	
Country: Canada					24-May-1995	05-Mar-1998		
	Classes: 7							
MAGNUM	CIN BLR		CINT-3027	Registered	39516650.0	39516650	24-Apr-2015	
Country: Germany					24-Apr-1995	26-Feb-1996		
	Classes: 7							
MAGNUM	CIN BLR		CINT-3027	Registered	95C001712	717296	23-May-2005	
Country: Italy					23-May-1995	16-Jul-1997		
	Classes: 7							

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
MAGNUM	CIN	BLR	CINT-3027	Registered	231654	497992	12-May-2005	
Country: Mexico					12-May-1995	21-Jul-1995		
Classes: 7								
MAXIM	CIN	BLR	CINT-3028	Registered	231887	1795601	28-Sep-2003	
Country: United States of America					19-Dec-1991	28-Sep-1993		
Classes: 7								
MONOSET	CIN	BLR	CINT-3035	Registered	003920	006687857030	11-May-2011	
Country: Benelux					11-May-1971	11-May-1971		
Owner: Cincinnati Milacron, Inc.								
Classes: 7								
MONOSET	CIN	BLR	CINT-3035	Registered	4.609/M-72	006687857	25-May-2008	
Country: Brazil					29-Mar-1972	25-May-1978		
Owner: Cincinnati Milacron, Inc.								
Classes: 7								
NIGHTHAWK	CIN		CINT-9202.N2	Registered	76058316	2465623	03-Jul-2011	
Country: United States of America					30-May-2000	03-Jul-2001		
Owner: UNOVA Industrial Automation Sy								
PRECISE COMP	CIN		CINT-0010					
Country: United States of America								
Owner: UNOVA Industrial Automation Sy								
Common law								
ROPS	CIN	BLR	CINT-3021	Registered	57044	427331	19-Nov-2006	
Country: Benelux					19-Nov-1986	19-Nov-1986		
Owner: UNOVA IP Corp.								
Classes: 9								
ROPS	CIN	BLR	CINT-3021	Registered	573427	337457	26-Feb-2018	
Country: Canada					25-Nov-1986	26-Feb-1988		
Owner: UNOVA IP Corp.								
Classes: 9								
ROPS	CIN	BLR	CINT-3021	Registered	C358519WZ	1110666	25-Nov-2006	
Country: Germany					25-Nov-1986	28-Aug-1987		
Owner: UNOVA IP Corp.								
Classes: 9,16								

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
ROPS	CIN	BLR	CINT-3021	Registered	41927-C/86	482261	29-Dec-2006	
Country: Italy	Owner: UNOVA IP Corp.				29-Dec-1986	09-Jul-1987		
	Classes: 9							
ROPS	CIN	BLR	CINT-3021	Registered	11762/1987	2210514	23-Feb-2010	
Country: Japan	Owner: UNOVA IP Corp.				06-Feb-1987	23-Feb-1990		
	Classes: 9							
ROPS	CIN	BLR	CINT-3021	Registered	17539	327905	02-Dec-2011	
Country: Mexico	Owner: UNOVA IP Corp.				02-Dec-1986	29-Jun-1987		
	Classes: 9							
ROPS	CIN	BLR	CINT-3021	Registered	87-00934	212558	02-Dec-2008	
Country: Sweden	Owner: UNOVA IP Corp.				09-Feb-1987	02-Dec-1988		
	Classes: 9							
ROPS	CIN	BLR	CINT-3021	Registered	7446	351183	27-Nov-2006	
Country: Switzerland	Owner: UNOVA IP Corp.				27-Nov-1986	14-Feb-1987		
	Classes: 9							
ROPS	CIN	BLR	CINT-3021	Registered	591682	1411191	30-Sep-2006	
Country: United States of America	Owner: UNOVA IP Corp.				04-Apr-1986	30-Sep-1986		
	Classes: 9							
SIZE-MATIC	CIN	BLR	CINT-3046	Registered	003914	030336	11-May-2011	
Country: Benelux	Owner: Cincinnati Milacron, Inc.				11-May-1971	11-May-1971		
	Classes: 7							
SIZE-MATIC	CIN	BLR	CINT-3046	Registered	48905-C/89	561507	22-May-2009	
Country: Italy	Owner: Cincinnati Milacron, Inc.				22-May-1989	18-Feb-1992		
	Classes: 7, 8							

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
SIZE-MATIC	CIN	BLR	CINT-3046	Registered	229353	221128	23-Nov-2006	
Country: United States of America	Owner: Cincinnati Milacron, Inc.				08-Apr-1976	23-Nov-1976		
TMS-2000	CIN	BLR	CINT-3022	Registered	499841	1355083	20-Aug-2005	
Country: United States of America	Owner: Cincinnati Milacron, Inc.				17-Sep-1984	20-Aug-1985		
TWIN GRIP	CIN	BLR	CINT-3036	Registered	003922	030344	11-May-2011	
Country: Benelux	Owner: UNOVA Industrial Automation Sy				11-May-1971	11-May-1971		
TWIN GRIP	CIN	BLR	CINT-3036	Registered	4-578/M-72	006893511	10-Apr-2009	
Country: Brazil	Owner: Cincinnati Milacron, Inc.				29-Mar-1972	10-Apr-1979		
TWIN GRIP	CIN	BLR	CINT-3036	Registered	50474	1473453	23-Jul-2008	
Country: France	Owner: Cincinnati Milacron, Inc.				23-Jul-1968	23-Jul-1968		
TWIN GRIP	CIN	BLR	CINT-3036	Registered	227006	825265	07-Mar-2007	
Country: United States of America	Owner: Cincinnati Milacron, Inc.				02-Sep-1965	07-Mar-1967		
U5	CIN	BLR	CINT-0007	Registered	76/089164	2554025	26-Mar-2012	
Country: United States of America	Owner: UNOVA Industrial Automation Sy				14-Jul-2000	26-Mar-2002		
UNOVA CINCINNATI MACHINE	CIN	BLR	CINT-1321	Pending	T99/06163Z			
Country: Singapore	Owner: UNOVA IP Corp.				16-Jun-1999			
UNOVA CINCINNATI MACHINE	CIN	BLR	CINT-1322	Pending	T99/06164H			
Country: Singapore	Owner: UNOVA IP Corp.				16-Jun-1999			

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Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
VIKING	CIN	BLR	CINT-3037	Pending	817343 09-Jul-1996	507280	09-Jul-2006	
Country: Canada	Owner: Cincinnati Milacron, Inc.							
	Classes: 7							
VIKING	CIN	BLR	CINT-3037	Registered	39629094.9 03-Jul-1996	39629094	03-Jul-2006	
Country: Germany	Owner: Cincinnati Milacron, Inc.							
	Classes: 7							
VIKING	CIN	BLR	CINT-3037	Pending	39629094.9C0 31-Jul-1996	753670	31-Jul-2006	
Country: Italy	Owner: Cincinnati Milacron, Inc.							
	Classes: 7							
VIKING	CIN	BLR	CINT-3037	Registered	04916/1996 04-Jul-1996	437448	04-Jul-2006	
Country: Switzerland	Owner: Cincinnati Milacron, Inc.							
	Classes: 7							
VIPER (Stylized)	CIN	BLR	CINT-9136	Renewed	74206405 23-Sep-1991	171190	01-Sep-2012	01-Apr-1989
Country: United States of America	Owner: UNOVA Industrial Automation Sy							
YOUR PROFIT SHOP	CIN	BLR	CINT-3029	Registered	685719 24-Nov-1997	06-Apr-1999	24-Nov-2007	
Country: United Kingdom	Owner: UNOVA IP Corp.							
	Classes: 35							
YOUR PROFIT SHOP	CIN	BLR	CINT-3029	Registered	75286303 05-May-1997	2169390	30-Jun-2008	
Country: United States of America	Owner: UNOVA IP Corp.							
	Classes: 35							

Other Trademarks and Trademark Applications

Friday, February 18, 2005

Trademark List

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
BOBCAT Country: United States of America	LMS BLR Owner: UNOVA Industrial Automation Sy	BLR	LMST-1357	Suspended	78/12/1669 15-Apr-2002	2444162	17-Apr-2011	
Grand Design Country: United States of America	LMS BLR Owner: Grand Design, Inc.	BLR	1330	Registered	75867880 09-Dec-1999	17-Apr-2001		
Jaguar Country: United States of America	LMS BLR Owner: UNOVA IP Corp.	BLR	1324	Registered	75768883 05-Aug-1999	2381209 29-Aug-2000	29-Aug-2010	
MACHI Country: United States of America	LMS BLR Owner: UNOVA IP Corp.	BLR	1323	Registered	75772468 10-Aug-1999	2440168 03-Apr-2001	03-Apr-2011	
PATHWAYS TO PRODUCTIVITY Country: United States of America	LMS BLR Owner: UNOVA IP Corp.	BLR	1317	Registered	75672168 31-Mar-1999	2378990 22-Aug-2000	22-Aug-2010	
PATHWAYS TO PRODUCTIVITY (design) Country: United States of America	LMS BLR Owner: UNOVA IP Corp.	BLR	1318	Registered	75672503 01-Apr-1999	2385063 12-Sep-2000	12-Sep-2010	

Thursday, March 03, 2005

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB	LBA		0090	Registered	1262632	1262632	15-Mar-2007	
Country: United Kingdom								
Owner: Litton UK Limited								
Classes: 7								
Goods: MACHINE TOOLS & APPARATU								
LAMB	LBA	BLR	0093	Registered	301534	889688	21-Apr-2010	
Country: United States of America								
Owner: Litton Indust'l Systems, Inc.								
Classes: 7								
Goods: AUTOMATED CONVEYORS								

Remarks:

Remarks:

Disclosure Schedule 3.15

Licensed (Shared) Intellectual Property

<u>Trademark</u>	<u>Goods or Services</u>	<u>UNOVA User</u>
FILM MATIC	Bearings for machinery	Landis Gardner
LANDIS CINCINNATI	Grinding machines	Landis Gardner
TWIN GRIP	Grinding machines	Landis Gardner
VIKING	Grinding machines	Landis Gardner
VIKING SUPER SERIES	Grinding machines	Landis Gardner
VIKING SUPER SERIES II	Grinding machines	Landis Gardner

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Patent and Trademark Security Agreement dated as of April __, 2005 (as from time to time amended, modified or supplemented, the "Patent and Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between MAG Industrial Automation Systems, LLC, a Delaware limited liability company, Cincinnati Machine, LLC, a Delaware limited liability company, Lamb Technicon, LLC, a Delaware limited liability company, Lamb Assembly and Test, LLC, a Delaware limited liability company, UNOVA Industries, Inc., a Nevada corporation, MAG Industrial Holdings, LLC, a Delaware limited liability company, Cincinnati MAG Machine, Inc., a Delaware corporation, Lamb Tech, Inc., a Delaware corporation, Lamb Assembly, Inc., a Delaware corporation and MAG Machine International, Inc., a Delaware corporation, collectively, as Grantors, and Silver Point Finance, LLC, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Patent and Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Patent and Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: