

07-06-2000

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 6-9-00

101396397

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies):
Gleason-Pfauter-Hurth Cutting Tools Corporation

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company
Internal Address: _____
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: February 17, 2000

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

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

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

07/06/2000 DNGUYEN 00000022 1309659
01 FC:481
02 FC:48P

DO NOT USE THIS SPACE

40.00 OP
100.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
Name of Person Signing

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

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**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

MARKS

Mark	Registration (Application) Number	Registration (Application) Date
TINITE	1,309,659	December 18, 1984
THE WAFER HOB	1,656,594	September 10, 1991
THE WAFER CUTTER	1,555,329	September 5, 1989
K-KUT	1,010,334	May 13, 1975
ISOFORM	803,403	January 8, 1966

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

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

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

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

* * *

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

GLEASON-PFAUTER-HURTH CUTTING
TOOLS CORPORATION,
as Grantor

By Edward J. Pelita
Name: Edward J. Pelita
Title: Secretary

BANKERS TRUST COMPANY,
as Collateral Agent, and as Grantee

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

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

On this 17th day of February, 2000, before me personally came Edward J. Pelto who, being duly sworn, did depose and say that he is Secretary of GLEASON-PFAUTER-HURTH CUTTING TOOLS CORPORATION that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Patricia C. Kiernan

Notary Public

PATRICIA C. KIERNAN
Notary Public, State of New York
No. 01K16029934
Qualified in New York County
Commission Expires August 23, 2003

