

07-27-2001



101790482

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies)  
Unova Industrial Automation Systems, Inc.  
7-21-01

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - State Delaware  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 12, 2001

2. Name and address of receiving party(ies):  
Name: Special Value Investment Management, LLC  
Internal Address: \_\_\_\_\_  
Street Address: 11100 Santa Monica Boulevard, Suite 210  
City: Los Angeles State: CA Zip: 90025

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation - State: \_\_\_\_\_  
 Other a California limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation 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): \_\_\_\_\_ B. Trademark Registration No.(s): 792,894  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
Name: Mandy Robertson-Bora  
Internal Address: Gibson, Dunn & Crutcher LLP  
Suite 4000  
Street Address: 2029 Century Park East  
City Los Angeles State CA Zip 90067

6. Total number of applications and registrations involved: 5  
7. Total fee (37 CFR 3.41): \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE 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.

Mandy Robertson-Bora Mandy Robertson-Bora July 20, 2001  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 8

07/27/2001 ANNED1 00000010 792894  
01 FC101 No. 0651-0011 40.00 UP  
02 FC102 100.00 UP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Assignment Division  
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 this 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 (06510011), Washington, D.C. 20503.

ATTACHMENT LISTING  
ADDITIONAL TRADEMARK REGISTRATIONS INVOLVED

UNOVA INDUSTRIAL AUTOMATION SYSTEMS, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	OWNER
Cincinnati	897,352	8/25/70	IAS
Gardner (design)	601,290	1/25/55	WAI
Lamb	889,688	4/21/70	IAS
Landis	601,843	2/8/55	WAI

## TRADEMARK SECURITY AGREEMENT

WHEREAS, UNOVA INDUSTRIAL AUTOMATION SYSTEMS, INC., a Delaware corporation, with its chief executive office at 5663 East Nine Mile Road, Warren, MI 48091 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Debtor and SPECIAL VALUE INVESTMENT MANAGEMENT, LLC, a California limited liability company, as Agent, having an office at 11100 Santa Monica Boulevard, Suite 210, Los Angeles, CA 90025 (herein referred to as "Secured Party"), have entered into that certain Loan Agreement and that certain Security Agreement (herein referred to collectively as the "Loan Documents"), of even date herewith, by which Secured Party has acquired security interests in said Trademarks and the applications or registrations thereof; and

WHEREAS, the amount of the Obligations (as defined in the Loan Agreement) secured by the Restricted Collateral described herein shall not exceed \$110,000,000, which amount was determined by UNOVA, Inc. to be the amount of Debt (as defined in the Indenture) secured by Restricted Collateral that is, on the date hereof, available to be incurred under Section 1008 of the Indenture without requiring UNOVA, Inc. or its domestic Subsidiaries to grant to the holders of the Existing Senior Notes (as defined in the Loan Agreement) equal and ratable liens in the Restricted Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement. This Trademark Security Agreement is in all respects subject to the terms of the above-referenced Security Agreement.

2. (a) Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations or applications for registration thereof, to secure the Obligations.

(b) Notwithstanding Section 2(a) above or any contrary provision of this Agreement, the aggregate amount of Obligations secured by Restricted Collateral shall not at any time exceed the result of (a) \$110,000,000, minus (b) the amount of proceeds theretofore received by Secured Party as a result of the taking of any Enforcement Action by Secured Party with respect to Restricted Collateral and applied to reduce the aggregate amount of the Obligations outstanding. "Restricted Collateral" means (1) all capital stock issued by a Restricted Subsidiary (as defined in the Indenture) and pledged to Secured Party, and all Debt of a Restricted Subsidiary owed directly to Parent or a Restricted Subsidiary, and all of the rights and privileges of any Borrower with respect thereto, and all income and profits thereon, and all interest, dividends and other payments and distributions with respect thereto, (2) any Operating Property (as defined in the Indenture) included in the Collateral (as defined in the Security

Agreement) and (3) all proceeds of the foregoing. "Enforcement Action" means, with respect to any Collateral of any Lender, repossessing, selling, leasing or otherwise disposing of all or any part of such Collateral, or exercising notification or collection rights with respect to all or any portion thereof, or attempting or agreeing to do so; accelerating the debt secured by such Collateral commencing the enforcement with respect to such Collateral ; of any of the default remedies under any of the applicable agreements or documents of such Lender, the UCC or other applicable laws; commencing a lawsuit or an involuntary bankruptcy proceeding against a Grantor; or appropriating, setting off or applying any part or all of such Collateral in the possession of, or coming into the possession of, such Lender or its agent or bailee, to such Lender's claim. "Indenture" means the Indenture dated as of March 11, 1998 between UNOVA, Inc. and The First National Bank of Chicago, as trustee.

3. Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks, subject to limitations imposed by law, and has the full authority to make this collateral assignment;

(b) that the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances, except for Liens permitted by the Loan Agreement;

(c) that to its knowledge the validity of the Trademarks has never been questioned;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights in any material respect hereunder; and

(e) that the Trademarks and all rights comprised in the Trademarks shall not be licensed or assigned in any manner without prior permission from Secured Party, except as permitted by the Loan Agreement.

4. THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT LOS ANGELES, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark Security Agreement as of this 12<sup>th</sup> day of July, 2001.

UNOVA INDUSTRIAL AUTOMATION  
SYSTEMS, INC.

By: Elmer C. Hull Jr.  
Name: Elmer C. Hull Jr.  
Title: V.P. & Treasurer

SPECIAL VALUE INVESTMENT  
MANAGEMENT, LLC, AS AGENT

By: Mark K. Holdsworth  
Name: Mark K. Holdsworth  
Title: Member

**EXHIBIT A TO  
TRADEMARK SECURITY AGREEMENT**

**UNOVA INDUSTRIAL AUTOMATION SYSTEMS, INC.**

**U.S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER</b>
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Lamb	889,688	4/21/70	IAS
Landis	601,843	2/8/55	WAI

\* "WAI" = Western Atlas Inc., predecessor to UNOVA Industrial Automation Systems, Inc.

\* "IAS" - UNOVA Industrial Automation Systems, Inc.

**U.S. TRADEMARK APPLICATIONS**

None