



10-24-2001

D

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-03-2001

REC



101884260

U.S. Patent & TMO/TM Mail Receipt #7:

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Unova Industrial Automation Systems, Inc.
5663 East Nine Mile Road
Warren, Michigan 48091

10/03/01

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 12, 2001

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

Name: Bank of American, N.A.

Internal Address: _____

Street Address: 55 South Lake Avenue, Suite 900

City: Pasadena State: California ZIP: 91101

- Individual(s) citizenship _____
- Association A National Banking Association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

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)

792,894 897,352 601,290 889,688 601,843

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Five (5)

7. Total fee (37 CFR 3.41):

\$ 140.00
415.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447
(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.

Andre M. Szuwalski, Reg. No. 35,701
Name of Person Signing

Signature

9/26/01
Date

Total number of pages comprising cover sheet: -1- Total Pages -6-

10/23/2001 LMUELLER 00000181 792894

77:481 40.00 DP
77:482 100.00 DP

DD

TRADEMARK SECURITY AGREEMENT

WHEREAS, UNOVA INDUSTRIAL AUTOMATION SYSTEMS, INC., a Delaware corporation, with its chief executive office at 5663 East Nine Mile Road, Warren, Michigan 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"); and

WHEREAS, Debtor and BANK OF AMERICA, N.A., a national banking association, as Agent, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 (herein referred to as "Secured Party"), have entered into that certain Credit Agreement and that certain Security Agreement (herein referred to collectively as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said Trademarks and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 (as defined in the Loan Agreement).

1. 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.

2. This Trademark Security Agreement is in all respects subject to the terms of the above-referenced Security Agreement.

3. THIS TRADEMARK SECURITY AGREEMENT 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.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark Security Agreement as of this 10 day of July, 2001.

12

UNOVA INDUSTRIAL AUTOMATION
SYSTEMS, INC.

By: Elmer C. Hall, Jr.
Elmer C. Hall, Jr.
Vice President and Treasurer

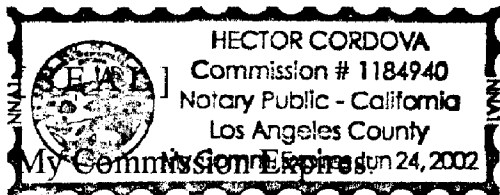
BANK OF AMERICA, N.A., as Agent

By: [Signature]
Name: RICHARD BURKE
Title: SR VICE PRESIDENT

THE STATE OF CA §
§
COUNTY OF LOS ANGELES §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Elmer C. Hull, Jr., the Vice President and Treasurer of UNOVA Industrial Automation Systems, Inc., a Delaware corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10 day of July, 2001.



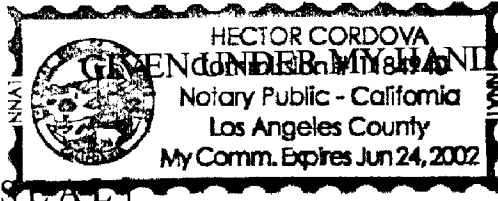
6-24-02

Notary Public in and for
the State of CA

THE STATE OF CA §
§
COUNTY OF LOS ANGELES §

BEFORE ME, the undersigned Notary Public, on this ~~day~~ personally appeared RICHARD BURKE, the SR VICE PRESIDENT of Bank of America, N.A., a national banking association, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10 day of July, 2001.



My Commission Expires:
6-24-02

Notary Public in and for
the State of CA

UNOVA INDUSTRIAL AUTOMATION SYSTEMS, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	OWNER
Cincinnati Cincinnati	792,894 897,352	7/20/65 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

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

* "IAS" – UNOVA Industrial Automation Systems, Inc.

U.S. TRADEMARK APPLICATIONS

None