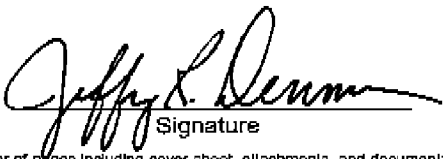


<div>Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ▾ ▾ ▾ ▾ ▾ ▾ ▾ ▾</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): Bridgeport Machines, Inc.</div> <div><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</div> <div><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: <u>BPT IP, LLC</u> Internal Address: <u>14th Floor</u> Street Address: <u>2 Bethesda Metro Center</u> City: <u>Bethesda</u> State: <u>MD</u> Zip: <u>20814</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></div>		
<div>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name Execution Date: <u>09/10/2002</u></div>					
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</div>			<div>B. Trademark Registration No.(s) <u>0672452</u> <u>0681116 1338961 1361441</u></div> <div>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>		
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jeffrey R. Denman, Esq.</u> Internal Address: <u>Arnold & Porter</u> _____ _____ Street Address: <u>555 Twelfth Street, N.W.</u> _____ City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004-1202</u></div>			<div>6. Total number of applications and registrations involved: 15</div> <div>7. Total fee (37 CFR 3.41).....\$ <u>390.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number: <u>50-2387</u></div>		
DO NOT USE THIS SPACE					
<div>9. Signature. <div>Jeffrey R. Denman Name of Person Signing</div><div> Signature</div><div>September 16, 2002 Date</div><div>Total number of pages including cover sheet, attachments, and document: </div></div>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ADDITIONAL TRADEMARK REGISTRATIONS FOR RECORDATION

1424600

1594029

1595123

1742918

1831904

1989670

2034307

2038846

2069634

2086548

2374841

TRADEMARK ASSIGNMENT

WHEREAS, BRIDGEPORT MACHINES, INC. ("BMI"), a Delaware corporation, owns all right, title and interest in, to and under the trademarks listed in Exhibit A and of the inventions disclosed and claimed therein which constitute Purchased Assets (as defined below) ("Trademarks");

WHEREAS, BPT IP, LLC ("BPT"), a Delaware corporation, is desirous of acquiring the entire right, title and interest of BMI in, to and under the Trademarks; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of August 8, 2002 ("Asset Purchase Agreement"), by and between BMI and BPT Holdings, Inc., BPT Holdings, Inc. acquired the right to purchase certain Purchased Assets (as defined therein) from BMI, including, but not limited to BMI's interest in the Trademarks;

WHEREAS, BPT Holdings, Inc. has assigned to BPT its right to purchase certain of such Purchased Assets, including, but not limited to, BMI's interest in the Trademarks, from BMI; and

WHEREAS, pursuant to the closing delivery requirements set forth in Section 8.01(f) in the Asset Purchase Agreement, BMI makes this Trademark Assignment.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, BMI hereby sells, assigns, transfers and sets over to BPT all of BMI's right, title and interest in, to and under the Trademarks and the goodwill of the business connected with the use of and symbolized by such trademarks, including the right to recover damages and/or profits that have arisen from infringement of such Trademarks, with the same to be held and enjoyed by BPT for its use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by BMI if this assignment had not been made;

BMI hereby authorizes and requests the Commissioner of Patents and Trademarks or other authority responsible for effectuating and/or recording assignments in the country involved, to indicate in its records that BPT is the assignee of the entire right, title and interest in, to and under the Trademarks;

BMI further agrees to execute whatever documents are reasonably deemed necessary by BPT, its successors, assigns or legal representatives to record transfer of ownership of the Trademarks from BMI to BPT, and that it will, at any time, upon request by BPT, its successors, assigns or legal representatives, deliver any and all papers that may be necessary or desirable to perfect the title to the Trademarks or to enable BPT or its successors, assigns or legal representatives to obtain and enforce protection for the Trademarks, provided that BPT Holdings shall reimburse BMI for its reasonable out of pocket expenses associated with providing such cooperation.

IN WITNESS WHEREOF, BMI has caused this Trademark Assignment to be executed, under seal, by its respective duly authorized officer, as of the as of the 10th day of September, 2002.

BRIDGEPORT MACHINES, INC.

By:

Karen M. Ciampa
Name: Karen M. Ciampa
Title: Asst Tr. & Secretary

~~Commonwealth~~

STATE OF MASSACHUSETTS)

: SS.:

COUNTY OF SUFFOLK)

On SEPT. 10, 2002 before me personally came KAREN M. CIAMPA to me known, who, by me duly sworn, did depose and say that deponent resides at 8 ELERTON LANE, DANVERS, MA, and that deponent is the ASST. TR & Secretary of Bridgeport Machines, Inc. the corporation described in, and which executed the foregoing Trademark Assignment and that the deponent signed said Trademark Assignment on behalf of said corporation by order of the board of directors.

Carol J. Kato
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 26, 2007

EXHIBIT A
TRADEMARKS

U.S. Federal Registrations

Mark	Registration No.	Registration Date
BRIDGEPORT (and Design)	672,452	1/13/59
QUILL MASTER (and Design)	681,116	6/30/59
EZ-CAM	1,338,961	6/4/85
INTERACT	1,361,441	9/24/85
AIR-FLO	1,424,600	1/13/87
EZ-TURN	1,594,029	5/1/90
EZ-MILL	1,595,123	5/8/90
BRIDGEPORT	1,742,918	12/29/92
EZPATH	1,831,904	4/19/94
DISCOVERY TORQ-CUT 22 and Design	1,989,670	7/30/96
EZ PATH-II (and Design)	2,034,307	1/28/97
EZ-TRAK	2,038,846	2/18/97
EXPLORER	2,069,634	6/10/97
POWERPATH	2,086,548	8/5/97
TORQ-CUT TC	2,374,841	8/8/00

Foreign Registrations

Mark	Registration No.	Registration Date
BRIDGEPORT (Australia)	B331,297	9/19/83
BRIDGEPORT (Canada)	243,145	4/18/80
HARIG (and Design) (Canada)	221,062	6/10/77
BRIDGEPORT (China)	999,187	5/6/97
BRIDGEPORT (China)	1,005,858	5/13/97
BRIDGEPORT (EC)	166,835	10/23/98
BRIDGEPORT (Hong Kong)	754,499	6/14/99
BRIDGEPORT Indonesia	267,294	8/22/91
BRIDGEPORT (Japan)	1,741,752	1/23/85
BRIDGEPORT (Japan)	4,220,636	12/11/98
BRIDGEPORT (South Korea)	70,358	7/16/80
BRIDGEPORT (Malaysia)	64879	4/26/79
BRIDGEPORT (Mexico)	405,081	1/9/91
BRIDGEPORT (Mexico)	405,082	1/9/91

BRIDGEPORT (Singapore)	B79,964	4/19/79
BRIDGEPORT (Taiwan)	96,716	2/28/78
BRIDGEPORT (United Kingdom)	2,004,487	8/2/96
EZ CAM (EC)	166,934	11/9/98
EZ CAM BY BRIDGEPORT (Japan)	4,031,341	7/18/97
EZ CAM (United Kingdom)	1,287,949	11/17/89
EZFEATUREMILL (EC)	167,007	7/10/98
EZPATH (EC)	166,884	7/10/98
EZ TRAK (EC)	166,959	7/10/98
POWERPATH (EC)	335,349	10/4/99