

03-10-2003



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Special Value Investment Management, LLC

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

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

3. Nature of conveyance:

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

Execution Date: 02/28/2003 (002334/0390)

2. Name and address of receiving party(ies)

Name: UNOVA, Inc.

Internal Address: _____

Street Address: 21900 Burbank Boulevard

City: Woodland Hills State: CA Zip: 91367

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

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)

B. Trademark Registration No.(s)

2406597

Additional number(s) attached Yes No

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

Name: Deborah E. Taylor

Internal Address: c/o Latham & Watkins

Street Address: 633 W. 5th Street, Suite 4000

City Los Angeles State: CA Zip 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Deborah E. Taylor
Name of Person Signing

Deborah E. Taylor
Signature

February 28, 2003
Date

Total number of pages including cover sheet, attachments, and document: 20

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

TRADEMARK
REEL: 002688 FRAME: 0078

07-27-2001



U.S. Department of Commerce
Patent and Trademark Office

101790483

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies)
Unova, Inc. **7-2101**

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): 2,406,597

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: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 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 Robt - Bora July 20, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0011

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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.

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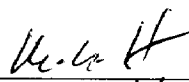
TRADEMARK
REEL: 002688 FRAME: 0079

**RELEASE OF SECURITY INTEREST
TRADEMARK SECURITY AGREEMENT TERMINATION**

This **RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Release") dated as of February 28, 2003 hereby terminates and releases, without recourse, representation or warranty, all of the undersigned's interests including all security interests in and liens on the trademarks set forth on Exhibit A (together with the goodwill of the business symbolized by the trademarks, and in all registrations or applications for registration thereof) (collectively, the "Trademark Collateral") created under that certain Trademark Security Agreement, dated as of July 12, 2001 and attached hereto as Exhibit B (the "Trademark Security Agreement"), entered into by UNOVA, Inc., a Delaware corporation ("Debtor") and Special Value Investment Management, LLC, a California limited liability company, agent ("Secured Party"), as recorded in the U.S. Patent and Trademark Office on July 21, 2001 at Reel/Frame number 002334/0390, a copy of which is attached as Exhibit C, and the undersigned hereby acknowledges and agrees that it has no further interests in such Trademark Collateral and that such Trademark Security Agreement is terminated and of no further force and effect.

IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed and delivered as of the date first written above.

SPECIAL VALUE INVESTMENT
MANAGEMENT, LLC,
a Delaware limited liability company,
as Agent

By: 
Name: mark Holdsworth
Its: member

**EXHIBIT A TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

UNOVA, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
UNOVA	2,406,597	11/21/2000

U.S. TRADEMARK APPLICATIONS

None

TRADEMARK SECURITY AGREEMENT

WHEREAS, UNOVA, INC., a Delaware corporation, with its chief executive office at 21900 Burbank Boulevard, Woodland Hills, CA 91367 (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;

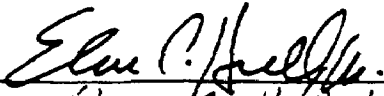
(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights in any material respect hereunder; and

(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.

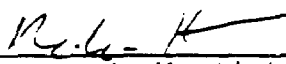
4. THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT LOS ANGELES, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS 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 12th day of July, 2001.

UNOVA, INC.

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

SPECIAL VALUE INVESTMENT
MANAGEMENT, LLC, AS AGENT

By: 
Name: Mark K. Holdsworth
Title: Member

**EXHIBIT A TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

UNOVA, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
UNOVA	2,406,597	11/21/2000

U.S. TRADEMARK APPLICATIONS

None