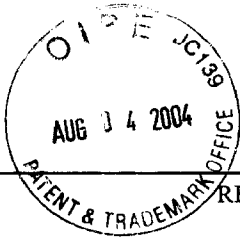


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Form PTO-1594

(Rev 6-93)

RECOR

TRADEMARK

U.S. Department of Commerce

Patent and Trademark Office

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

|   |  |
|---|--|
| <p>1. Name of conveying party(ies):</p> <p>THE GLEASON WORKS</p> <p>GLEASON CUTTING TOOLS CORPORATION</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership</p> <p>* Corporations</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p>* Security Agreement              <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 27, 2004</u></p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: <u>MANUFACTURERS AND TRADERS TRUST</u></p> <p><u>COMPANY, as collateral agent</u></p> <p>Street Address: <u>255 East Avenue</u></p> <p>City: <u>Rochester</u> State: <u>NY</u> ZIP: <u>14604</u></p> <p>Country: _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation _____</p> <p>* Other <u>bank, financial institution</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) &amp; Address(es) attached? Yes * No</p> |
|---|--|

4. Application number(s) or trademark number(s): SEE SCHEDULE A

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

|  |   |
|--|---|
| A. Trademark Application No.(s) <u>SEE SCHEDULE A</u>                                  | B. Trademark No.(s) <u>SEE SCHEDULE A</u> |
| Additional numbers attached * Yes <input type="checkbox"/> No <input type="checkbox"/> |   |

|  |  |
|--|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u></p> <p>Internal Address: <u>Mayer Brown Rowe &amp; Maw LLP</u></p> <p>_____</p> <p>Street Address: <u>1909 K Street, NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p> | <p>6. Total number of applications and trademarks involved: <u>48</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 1,215.00</u></p> <p>* Enclosed (Check No. 3294 )</p> <p><input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
|--|--|

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.

Robert E. Rude II                      [Signature]                      78/4/2004

Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet and document attachments: 10

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## THE GLEASON WORKS - MARKS

| Mark                       | Registration<br>(Application)<br>Number | Registration<br>(Application)<br>Date |
|----------------------------|---|---------------------------------------|
| TURBO TESTER               | 2,649,000                               | November 12, 2002                     |
| TURBO LAPPER               | 2,638,617                               | October 22, 2002                      |
| POWER DRY CUTTING          | 2,515,840                               | December 4, 2001                      |
| POWER CUTTING              | 2,497,249                               | October 9, 2001                       |
| PENTAC                     | 2,294,356                               | August 24, 1998                       |
| PHOENIX (and design)       | 1,709,712                               | August 25, 1992                       |
| PHOENIX (stylized letters) | 1,669,155                               | December 24, 1991                     |
| (Phoenix design only)      | 1,644,972                               | May 21, 1991                          |
| ISO-SPAND                  | 1,518,662                               | January 3, 1989                       |
| TRI-AC                     | 1,500,206                               | August 16, 1988                       |
| TAN-TRU                    | 1,409,208                               | September 16, 1986                    |
| HURTH                      | 1,418,156                               | November 25, 1986                     |
| G-TECH                     | 1,370,914                               | November 19, 1985                     |
| G-TECH (and design)        | 1,370,913                               | November 19, 1985                     |
| RSR                        | 1,006,230                               | March 11, 1975                        |
| UNI-SPAND                  | 967,473                                 | September 4, 1973                     |
| VERS-GRIP                  | 913,031                                 | June 8, 1971                          |
| HI-SPAND                   | 912,998                                 | June 8, 1971                          |
| WEDG-AC                    | 897,785                                 | September 1, 1970                     |
| RIDG-AC                    | 799,085                                 | November 23, 1965                     |
| ENDREM                     | 744,740                                 | February 5, 1963                      |

|                          |            |                    |
|--------------------------|------------|--------------------|
| TANLINE                  | 714,697    | May 2, 1961        |
| X-PANDISK                | 714,696    | May 2, 1961        |
| HELIXFORM                | 682,161    | July 21, 1959      |
| HARDAC                   | 659,023    | March 4, 1958      |
| CURVIC (block letters)   | 624,437    | April 3, 1956      |
| CONIFLEX (block letters) | 595,495    | September 21, 1954 |
| SINGLE CYCLE             | 533,026    | November 7, 1950   |
| GLEASON (and design)     | 517,105    | November 1, 1949   |
| GLEASON (and design)     | 512,164    | July 12, 1949      |
| CURVIC                   | 402,346    | July 13, 1943      |
| REVEX                    | 391,707    | November 18, 1941  |
| REVACYCLE                | 363,196    | December 13, 1938  |
| ZEROL (stylized letters) | 355,773    | March 29, 1938     |
| TOPREM                   | 341,301    | December 1, 1936   |
| GLEASON                  | 277,419    | November 11, 1930  |
| GLEASON                  | 277,420    | November 11, 1930  |
| GLEASON                  | 268,260    | March 11, 1930     |
| SPHERIC                  | 78/369,655 | February 18, 2004  |
| ULTAC                    | 78/388,399 | March 22, 2004     |

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## GLEASON CUTTING TOOLS CORPORATION - MARKS

| Mark             | Registration<br>(Application)<br>Number | Registration<br>(Application)<br>Date |
|------------------|---|---------------------------------------|
| ALNITE           | 2,658,242                               | December 10, 2002                     |
| CARBONITE        | 2,600,723                               | July 30, 2002                         |
| WAFER            | 2,534,165                               | January 29, 2002                      |
| OPTI-GASH        | 2,529,739                               | January 15, 2002                      |
| THE WAFER CUTTER | 1,555,329                               | September 5, 1989                     |
| TINITE           | 1,309,659                               | December 18, 1984                     |
| K-KUT            | 1,010,334                               | May 13, 1975                          |
| ISOFORM          | 803,403                                 | February 8, 1966                      |

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated July 27, 2004, is granted by The Gleason Works, a New York corporation, with principal offices at 1351 Windsor Road, Loves Park, Illinois 61111, and Gleason Cutting Tools Corporation, a Delaware corporation, with principal offices at 1000 University Avenue, P.O. Box 22970, Rochester, New York, 14607 (together, the "Assignors") in favor of Manufacturers and Traders Trust Company, as Collateral Agent, with principal offices at 255 East Avenue Rochester, NY 14604 (the "Assignee"), for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged. Each Assignor does hereby assign and transfer unto the Assignee for the equal and ratable benefit of all of the Secured Creditors, and does hereby separately pledge and grant to the Assignee for the equal and ratable benefit of all of the Secured Creditors, in each case as security for the prompt payment and performance when due of all Obligations, a continuing security interest in all of the right, title and interest of such Assignor in, to and under all of Assignor's right, title and interest in and to (i) trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, (ii) the goodwill of the business(es) symbolized by the Marks, (iii) 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 and (iv) all Proceeds (as such term is defined in the Security Agreement referred to below) of the foregoing.

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the prompt payment and performance when due of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 27, 2004 (as

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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 Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Grant of Security Interest.

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS has been made in conjunction with the continuing security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the 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 IN UNITED STATES TRADEMARKS 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 IN UNITED STATES TRADEMARKS as of the date first written above.

THE GLEASON WORKS

as Assignor

By   
Name: John J. Perrotti  
Title: Executive Vice President and Treasurer

GLEASON CUTTING TOOL CORPORATION,  
as Assignor

By   
Name: John J. Perrotti  
Title: ~~Executive~~ Vice President and Treasurer

MANUFACTURERS AND TRADERS TRUST  
COMPANY,  
as Collateral Agent, and as Assignee  
as Assignor

By \_\_\_\_\_  
Name:  
Title:

17235643  
(First Lien)

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS as of the date first written above.

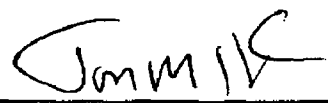
THE GLEASON WORKS  
as Assignor

By \_\_\_\_\_  
Name: John J. Perrotti  
Title: Executive Vice President and Treasurer

GLEASON CUTTING TOOL CORPORATION,  
as Assignor

By \_\_\_\_\_  
Name: John J. Perrotti  
Title: Executive Vice President and Treasurer

MANUFACTURERS AND TRADERS TRUST  
COMPANY,  
as Collateral Agent, and as Assignee  
as Assignor

By  \_\_\_\_\_  
Name: Jon M. Fogle  
Title: Vice President



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

On this 27<sup>th</sup> day of July, 2004, before me personally came John J. Perrotti, who being duly sworn, did depose and say that he is the Executive Vice President and Treasurer of The Gleason Works and the Vice President and Treasurer of Gleason Cutting Tools Corporation, that he is authorized to execute the foregoing Grant on behalf of each said corporation and that he did so by authority of the Board of Directors of each said corporation.

**EDWARD J. PELTA**  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires April 3, 2007

Edward J. Pelta  
Notary Public

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

On this 27<sup>th</sup> day of July, 2004, before me personally came Jon M. Fogle who, being by me duly sworn, did state as follows: that he is Vice President of Manufacturers and Traders Trust Company, 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.

Kristel Horvath  
Notary Public

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

On this 27<sup>th</sup> day of July, 2004, before me personally came Jon M. Fogle who, being by me duly sworn, did state as follows: that he is Vice President of Manufacturers and Traders Trust Company, 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.

Kristal Horvath  
Notary Public

KRISTAL HORVATH  
Notary Public, State of New York  
Qualified in Monroe County  
No. 01H06106120  
My Commission Expires March 1, 2008

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RECORDED: 08/04/2004

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