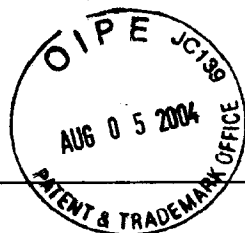
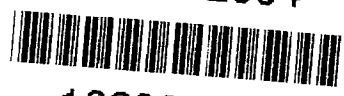


6/5/04



08-10-2004



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Form PTO-1594 (Rev 6-93)

REC 1

U.S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached 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 <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership * Corporations <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>Second Lien <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 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 _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ * 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 (Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? Yes * No</p>
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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) SEE SCHEDULE A B. Trademark No.(s) SEE SCHEDULE A
Additional numbers attached * Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer Brown Rowe & Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u> 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. 3293)</p> <p><input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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] 78/5/2004
Name of Person Signing Signature Date

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

08/09/2004 MGETACHE 00000070 2649000

01 FC:8521 40.00 OP
02 FC:8522 1175.00 OP

DCDB01 20645597.1 04-Aug-04 13:07

TRADEMARK
REEL: 003023 FRAME: 0517

**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:

17236315
(Second Lien)

TRADEMARK
REEL: 003023 FRAME: 0520

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

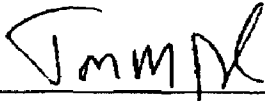
THE GLEASON WORKS
as Assignor

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 27th 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



Notary Public

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

On this 27th 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

17236315
(Second Lien)

TRADEMARK
REEL: 003023 FRAME: 0523

THE GLEASON WORKS - MARKS

Mark	Registration (Application) Number	Registration (Application) 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

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Schedule A

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 (Application) Number	Registration (Application) 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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