

12.7.04

12-17-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECOF
TRA 102906789

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

UNOVA, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 09/30/2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: KeyBank National Association

Internal Address: _____

Street Address: 127 Public Square

City: Cleveland

State: OHIO

Country: USA Zip: 44114

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Banking Citizenship _____
 Other ASSOC. Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2406597

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

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

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213/485-1234

Fax Number: 213/891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Deborah Taylor September 30, 2004
Signature Date

Deborah E. Taylor Total number of pages including cover sheet, attachments, and document:
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/16/2004 ETON11 00000086 2406597

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TRADEMARK
REEL: 003093 FRAME: 0517

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of September 30, 2004, by **UNOVA, INC.**, having an office at 6001 36th Avenue, West Everett, WA 98203 ("Grantor") in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114 ("KeyBank"), as administrative agent (the "Administrative Agent").

RECITALS

A. Grantor is the owner of certain Trademark Collateral (as defined below).

B. Grantor has entered into that certain Credit Agreement dated as of September 30, 2004 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among UNOVA, INC., certain other Borrowers party thereto (collectively the "Borrowers"), the financial institutions party thereto (the "Lenders") and KeyBank, as Administrative Agent and as the letter of credit issuer (the "LC Issuer"), pursuant to which, upon the satisfaction by the Borrowers of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Borrowers. Each capitalized term not defined herein has the same meaning as in the Credit Agreement.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Administrative Agent, for the benefit of the Lenders and the LC Issuer (the "Secured Parties"), a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Administrative Agent for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to the following (the "Trademark Collateral"): (i) all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, United States trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof listed on Exhibit A hereto as amended from time to time (each a "Material Trademark"); (ii) all goodwill connected with the use of, and symbolized by, each Material Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

{EM2222.DOC;2}

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the the existence of the security interest granted hereunder with respect to each of the Material Trademarks and, subject to any restrictions on assignment and the granting of Liens thereon, to Material Trademarks acquired by Grantor after the date hereof.

[SIGNATURE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

UNOVA, INC.
("GRANTOR")

Michael E. Keane

By: Michael E. Keane

Its: Senior Vice President and CFO

Kenneth L. Cohen

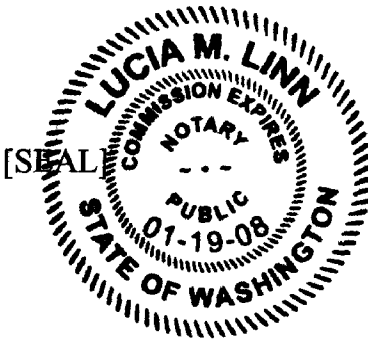
By: Kenneth L. Cohen

Its: Vice President, Treasurer and Tax

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 30 day of September, 2004, before me personally came Michael E Keane to me known, who, being duly sworn, did depose and state that [s]he is the SVP & CFO of UNOVA, Inc, the company described in and which executed the above instrument; and that [s]he signed [~~her~~]his name thereto by order of the Board of Directors of said company.



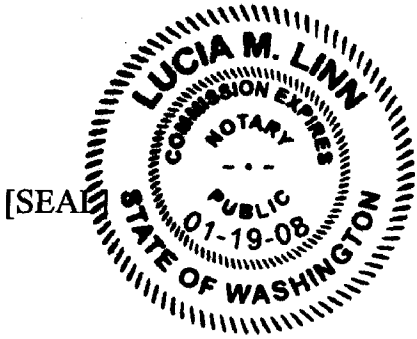
Lucia M. Linn
Notary Public

My commission expires: 01-19-08

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 30 day of September, 2004, before me personally came Kenneth L Cohen to me known, who, being duly sworn, did depose and state that [s]he is the VP, Treasurer & Tax of UNOVA, Inc, the company described in and which executed the above instrument; and that [s]he signed [~~her~~]his name thereto by order of the Board of Directors of said company.



Lucia M. Linn
Notary Public

My commission expires: 01-19-08

**EXHIBIT A
TO
COLLATERAL ASSIGNMENT OF SECURITY
INTEREST IN TRADEMARKS AND LICENSES
(UNOVA, INC.)**

U.S. TRADEMARK REGISTRATIONS			
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
UNOVA	2406597	11/21/2000	UNOVA, Inc.

LAV1323923.1

RECORDED: 12/07/2004

**TRADEMARK
REEL: 003093 FRAME: 0522**