

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G&L Motion Control, LLC	FORMERLY Sheffield Automation, LLC	03/31/2005	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Smile Acquisition Corporation
Street Address:	2099 Pennsylvania Avenue NW, 12th Floor
Internal Address:	c/o Danaher Corporation
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1525354	PIC4.9
Registration Number:	1566814	PIC409
Registration Number:	1525355	PIC49
Registration Number:	1619641	PICGRIND
Registration Number:	1619484	PICLINK
Registration Number:	1615560	PICLOCK
Registration Number:	1551651	PICMOTION
Registration Number:	2488640	MMC
Registration Number:	2466486	EXPERTS IN MOTION

CORRESPONDENCE DATA

OP \$240.00 1525354

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-526-6448
Email: janey.davidson@wilmerhale.com
Correspondent Name: Michael J. Bevilacqua, Esquire
Address Line 1: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	06/29/2005

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of March 31, 2005 is executed and delivered by G&L Motion Control, LLC, a Wisconsin limited liability company ("Assignor"), in favor of Smile Acquisition Corporation, a Delaware corporation ("Assignee"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of January 27, 2005 between Assignor and Assignee (the "Agreement").

WHEREAS, this Assignment is executed and delivered in connection with the Agreement, pursuant to the terms and conditions of which Assignor agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee agreed to purchase, all right, title and interest in, to and under each Trademark that is an Acquired Asset (an "Acquired Trademark") (including, without limitation, those Trademarks set forth on Annex 1 attached hereto) free and clear of any Liens, excepting Permitted Liens; and

WHEREAS, Assignor has used and is using the Acquired Trademarks and is the owner of the Acquired Trademarks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer, and deliver to Assignee, and its successors and assigns, all right, title and interest in, to and under the Acquired Trademarks, including without limitation the right to sue for past infringements, free and clear of any Liens, excepting Permitted Liens.
2. Further Assurances. Assignor hereby covenants and agrees that it will, at the request of Assignee and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, assignment, conveyance, transfer, and delivery, and take such other action, as may reasonably be necessary to more effectively sell, assign, convey, transfer and deliver to Assignee, and its successors and assigns, all right, title and interest in, to and under the Acquired Trademarks and to put Assignee in actual possession and operating control thereof, to assist Assignee in exercising all rights with respect thereto and to carry out the purpose and intent of this Assignment and the Agreement.
3. No Modification of Representations, Warranties, Rights, Remedies, or Obligations. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

4. Agreement Incorporated by Reference. The terms of the Agreement (including, without limitation, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Acquired Trademarks) are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is entered into pursuant to, and is subject to the terms and conditions of, the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

5. Choice of Law. This Assignment shall be governed by, and all disputes, claims or controversies relating to, arising out of, or in connection with this Assignment, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be resolved in accordance with the laws of the State of New York without regard to its conflict of laws rules (other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

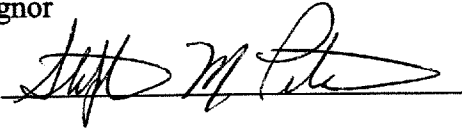
6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

[SIGNATURE PAGE FOLLOWS]

CONFIDENTIAL

Witness my hand and seal this 31st day of March 2005.

**G&L MOTION CONTROL, LLC, as
Assignor**

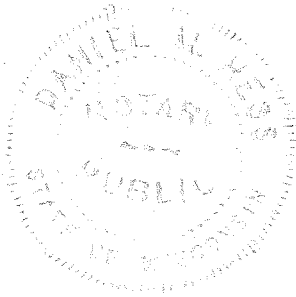
By: 

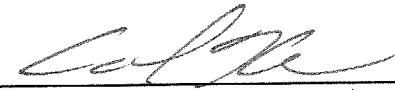
Name: Stephen M. Peterson

Title: President

County of Milwaukee)
State of Wisconsin) ss.

Then personally appeared the above named Stephen Peterson of Assignor and acknowledged the foregoing act to be his or her free act and deed, before me, this 31st day of March 2005.




Notary Public

My commission ~~expires~~ is permanent

Signature Page to Trademark Assignment

ANNEX 1 TO TRADEMARK ASSIGNMENT

Registered Trademarks

1. PiC
 - Australia Registration 674225
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date October 4, 1995
 - Renewal due October 4, 2005
2. PiC4.9
 - U.S. Registration 1525354
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date February 21, 1989
 - Renewal due: February 21, 2009
3. PiC409
 - U.S. Registration 1566814
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date November 21, 1989
 - 1ST Renewal 19991025
 - Renewal due: November 21, 2009
4. PiC49
 - U.S. Registration 1525355
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date February 21, 1989
 - Renewal due: February 21, 2009
5. PiCGrind
 - U.S. Registration 1619641
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date October 30, 1990
 - 1ST Renewal 20010123
 - Renewal due: October 30, 2010
6. PiCLink
 - U.S. Registration 1619484
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date October 30, 1990
 - 1ST Renewal 20010120
 - Renewal due: October 30, 2010
7. PiCLock
 - U.S. Registration 1615560
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date October 2, 1990
 - 1ST Renewal 20010504
 - Renewal due: October 2, 2010
8. PiCMotion
 - U.S. Registration 1551651
 - Class 9 - Electrical and Scientific Apparatus

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- Registration Date August 15, 1989
- Renewal due: August 15, 2009
- 9. MMC
 - U.S. Registration 2488640
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date September 11, 2001
 - Declaration of Use (Section 8 & 15) due : September 11, 2007
 - Renewal due: September 11, 2011
- 10. Experts in Motion
 - U.S. Registration 2466486
 - Class 9 - Electrical and Scientific Apparatus
 - Registration Date July 3, 2001
 - Declaration of Use (Section 8 & 15) due: July 3, 2007
 - Renewal due: July 3, 2011

Common Law Trademarks

1. PiCServoPro
2. PiC
3. Programmable Industrial Control
4. Machine & Motion Control
5. Motion Solutions
6. Centurion
7. NEXES
8. NEXES Automation

Copyright List

The following software products are copyrighted but the copyrights are not registered:

1. PiCPro for Windows - Professional Edition
2. PiCPro for Windows - MMC-Limited Edition
3. PiCPro for Windows - Monitor Edition
4. PiCPro for Windows - Applications CD
5. OPC Server
6. MMC for PC Software Suite
7. Motion Solutions CD

Hardware Products

1. All MMC, MMC for PC, PiC900, PiC90, PiC9 circuit board designs, parts lists and test procedures.
2. All MMC-Smart Drive circuit board designs, parts lists and test procedures.
3. All Block I/O and Slice I/O circuit board designs, parts lists and test procedures.
4. All PiC409, PiC49, PiC4.9, PC400, GL868 circuit board designs, parts lists and test procedures.

5. All CNC8000 and CNC800 circuit board designs, parts lists and test procedures.
6. All KT Gemini circuit board designs, parts lists and test procedures.
7. All Scale and Slider feedback system circuit board designs, parts lists and test procedures.

Including all product manuals and engineering drawings for the foregoing hardware products and their components and lists of approved vendors and vendor part numbers for the foregoing hardware products.

Software Products

1. All MMC, MMC for PC, PiC900, PiC90, PiC9 operating system firmware, programming software and application software.
2. All MMC-Smart Drive operating system firmware, programming software and application software.
3. All Block I/O and Slice I/O operating system firmware, programming software and application software.
4. All PiC409, PiC49, PiC4.9, PC400, GL868 operating system firmware, programming software and application software.
5. All Motion Solutions CD software.
6. All CNC8000 and CNC800 diagnostics software and operating system firmware.

Including all documentation and source code for the foregoing software products.

Copyrighted Software

See above

Licensed Software

1. TCP/IP Protocol Stack Software from Interniche Technologies
2. Programmar Software from NorKen Technologies
3. PowerLogic, PowerPCB and HyperLynx Software from Mentor Graphics

Domain Names

1. glcontrols.com
 - Registrant Giddings & Lewis
 - Registering Agency GoDaddy.com
 - Registration Date 27-Sep-00
 - Renewal Date 27-Sep-06
2. glcncrepair.com
 - Registrant Giddings & Lewis
 - Registering Agency GoDaddy.com
 - Registration Date 31-Jan-03
 - Renewal Date 31-Jan-13

3. mmcforpc.com
 - Registrant Giddings & Lewis
 - Registering Agency GoDaddy.com
 - Registration Date 18-Feb-00
 - Renewal Date 18-Feb-06
4. pic90.com
 - Registrant Giddings & Lewis
 - Registering Agency GoDaddy.com
 - Registration Date 18-Feb-00
 - Renewal Date 18-Feb-06
5. pic900.com
 - Registrant Giddings & Lewis
 - Registering Agency GoDaddy.com
 - Registration Date 18-Feb-00
 - Renewal Date 18-Feb-06

Company Trade Names

G&L Motion Control, LLC
NEXES
NEXES Automation