

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Record to add omitted registration number to a Security agreement document previously recorded on reel 003094 frame 0057

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNOVA Industrial Automation Systems, Inc.		09/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1916282	CINCRON

CORRESPONDENCE DATA

Fax Number: (213)891-8763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-485-1234
 Email: deborah.taylor@lw.com
 Correspondent Name: Deborah Taylor c/o Latham & Watkins LLP
 Address Line 1: 633 West Fifth St #4000
 Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Deborah E. Taylor
Signature:	/deborah e taylor/
Date:	06/30/2005

OP \$40.00 1916282

Total Attachments: 12

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12-7-04

12-17-2004

DEC 7 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 102906795
TRADEMARK COVER SHEET
TRADEMARKS ONLY

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 Industrial Automation Systems, 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 No
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 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)
78121669

B. Trademark Registration No.(s)
792894

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: 45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,140.00

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
Name of Person Signing

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

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 6T0X11 00000087 78121669
01 FC:8521 40.00 OP
02 FC:8522 1100.00 OP

TRADEMARK
REEL: 003114 FRAME: 0548

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

*revised against
perf cert
1/31/9770*

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Cincinnati	792,894	7/20/1965	UIASI
Cincinnati	897,352	8/25/1970	UIASI
Gardner (design)	601,290	1/25/1955	UIASI
Lamb	889,688	4/21/1970	UIASI
Landis	601,843	2/8/1955	UIASI
Cincinnati (Stylized)	2519416	12/18/2001	UIASI
Cincinnati (and design)	2524243	1/1/2002	UIASI
U5	2554025	3/26/2002	UIASI
Cincinnati Plus	2694520	3/11/2003	UIASI
Viper (Stylized)	1711190	9/1/1992	UIASI
Nighthawk	2465623	7/3/2001	UIASI
<i>Cincron</i> - Citco	2827029 1910282	3/10/2004 9/15/95	UIASI
FTV	2721173	6/3/2003	UIASI
V-CNC	2726930	6/17/2003	UIASI
Mach I	2440168	4/3/2001	UIASI
Citco (and design)	2514066	12/4/2001	UIASI
Citco	2526658	1/8/2002	UIASI
<i>added 6/20/05</i> Borpax	2827029	3/30/2004	UIASI

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
Bobcat	78/121,669	4/15/2002
Design	75/670,483	2/6/2001
Dipax	76/430,240	7/10/2002
Hypermach	76/089,277	7/14/2000
LVA	76/594,769	5/28/2004
LVP	76/594,551	5/28/2004

LVT	76/594,770	5/28/2004
Viking Super Series II	76/592,160	5/14/2004

**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 INDUSTRIAL AUTOMATION SYSTEMS, INC.**, a Delaware corporation, having an office at 5523 East Nine Mile Road, Warren, Michigan ("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.

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 record 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 all Material Trademarks acquired by Grantor after the date hereof.

[SIGNATURE TO FOLLOW ON NEXT PAGE]

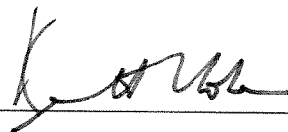
IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

UNOVA INDUSTRIAL AUTOMATION
SYSTEMS, INC.
("GRANTOR")



By: Michael E. Keane

Its: Vice President



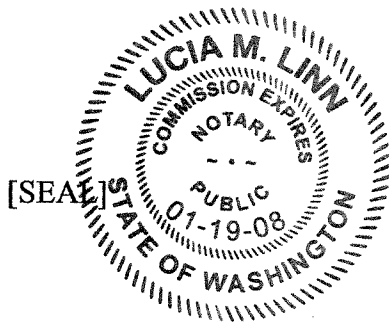
By: Kenneth L. Cohen

Its: Vice President

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 Vice President of UNOVA Industrial Automation Systems, 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.



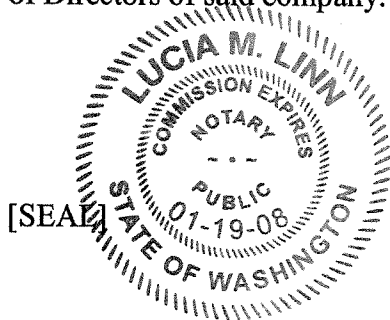
Lucia M. Linn
Notary Public

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 Vice President of UNOVA Industrial Automation Systems, 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