

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the missing trademark PIC4.9 Reg. No. 1525354; Update proper entity type; Include state of organization previously recorded on Reel 003109 Frame 0933. Assignor(s) hereby confirms the Assigns the entire interest and the goodwill. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|--------------------|----------------|--------------------------------------|
| Giddings & Lewis, LLC | FORMERLY GL I, LLC | 11/01/2002 | Limited Liability Company: WISCONSIN |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------|
| Name: | G & L USA, LLC |
| Street Address: | 142 Doty Street |
| City: | Fond Du Lac |
| State/Country: | WISCONSIN |
| Postal Code: | 54936 |
| Entity Type: | Limited Liability Company: WISCONSIN |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1525354 | PIC4.9 |

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175266448
 Email: janey.davidson@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esquire
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

| | |
|---------------------------|-------------------------|
| NAME OF SUBMITTER: | Michael J. Bevilacqua |
| Signature: | /michael j. bevilacqua/ |

OP \$40.00 1525354

Date:

07/21/2005

Total Attachments: 11

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CAPITAL CONTRIBUTION AND
ASSUMPTION OF LIABILITIES AGREEMENT

CAPITAL CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT (this "Agreement") entered into as of November 1, 2002 between Giddings & Lewis, LLC, a Wisconsin limited liability company ("Member"), and G & L USA, LLC, a Wisconsin limited liability company ("Company").

WHEREAS, Member believes it to be in the best interests of Company to restructure its operations in order to separate its operating divisions for the purposes of isolating potential liabilities and maximizing management and operational efficiencies;

WHEREAS, Member desires to ~~transfer and assign to Company as a capital contribution~~ substantially all of its assets in exchange for the entire ownership interest in Company;

WHEREAS, Company desires to assume substantially all of the liabilities and obligations of Member as an inducement for Member to make its capital contribution; and

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Contribution of Assets. Pursuant to and subject to the terms and conditions of this Agreement, Member hereby assigns and transfers to Company its right, title and interest in and to all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Member other than the excluded assets described on Schedule A hereto (the "Contributed Assets") in exchange for all 1,000 of the authorized units of membership interest in Company. The Contributed Assets shall include, but not be limited to, the assets described on Schedule B hereto. Member shall be the sole member of Company. To the extent that any contract included in the Contributed Assets is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Member agrees to use its reasonable best efforts (without any requirement to pay any money or agree to any change in the terms of any such contract) to obtain the consent of such other party to the assignment of any such contract to Company in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, Member and Company agree to cooperate in any reasonable arrangement designed to provide for Company the benefits intended to be assigned to Company under the relevant contract. If and to the extent that such arrangement cannot be made, Company shall have no obligation pursuant to this Agreement or otherwise with respect to any such contract and any such contract shall not be deemed to be a Contributed Asset hereunder.

2. Assumption of Liabilities. Pursuant to and subject to the terms and conditions of this Agreement, Company hereby assumes and agrees to pay, perform and discharge, as and when due, all debts, liabilities or obligations of Member, whether fixed or contingent, liquidated or unliquidated, known or unknown, whether arising prior to, on or after the date hereof, including, but not limited to, debts, liabilities and obligations resulting from, arising out of or incurred with respect to environmental, workers compensation and products liability matters but excluding the retained debts, liabilities and obligations of Member described on Schedule C hereof (the "Assumed Liabilities") or, with respect to the Giddings & Lewis Retirement Plan, described in paragraph 4 below.

3. Indemnification by Company. Company, and its subsidiaries, and their respective successors and assigns, shall indemnify, defend and hold harmless Member and its affiliated entities, including but not limited to ThyssenKrupp USA, Inc., and their respective successors and assigns, and their respective shareholders, members, officers, directors, managers and/or employees from and against any and all liabilities, obligations, losses, costs, expenses, claims, actions, suits, proceedings, and expense and cost of defense thereof, including reasonable attorneys' fees and expenses, resulting from, arising out of or incurred with respect to (a) the Assumed Liabilities and (b) any guaranty relating to workers compensation bonds or other bonds issued by any affiliated entity of Member, including but not limited to ThyssenKrupp USA, Inc., for the benefit of Member.

4. Employees and Retirement Plans. Company agrees to hire, directly or through one or more wholly owned subsidiaries, substantially all employees of Member within six (6) months of the date of this Agreement. Company agrees, on behalf of itself and any wholly owned subsidiaries employing such employees, to adopt the Giddings & Lewis Retirement Plan and the Giddings & Lewis Retirement Savings Plan, as participating employers, as of the date of this Agreement. Member shall retain sponsorship of the Giddings & Lewis Retirement Plan and the Giddings & Lewis Retirement Savings Plan and shall designate Company and its wholly owned subsidiaries as participating employers in such plans as of the date of this Agreement. Member shall retain, with respect to the Giddings & Lewis Retirement Plan, liability for its prepaid pension cost, accrued pension cost, and additional minimum pension liability, and shall also retain any related intangible pension asset. Pension expense will continue to be apportioned to participating employers in accordance with current practice.

5. Authorization of Member. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized and approved by Member, and no other acts or proceedings of Member are necessary to authorize and approve the execution, delivery and performance of this Agreement and the transaction contemplated hereby. This Agreement has been duly executed and delivered by Member and constitutes the legal, valid and binding agreement of Member, enforceable against Member in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

6. Authorization of Company. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized and approved by the member of Company, and no other acts or proceedings of

Company are necessary to authorize and approve the execution, delivery and performance of this Agreement and the transaction contemplated hereby. This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

7. Further Assurances. Member hereby agrees to execute and deliver to Company such documents and to take such other action as may be reasonably necessary in order to consummate more effectively the assignment and transfer of the Contributed Assets contemplated hereby and to vest in Company good, valid and marketable title to the Contributed Assets. Company hereby agrees to execute and deliver to Member such documents and to take such other action as may be reasonably necessary in order to consummate more effectively the assumption of the Assumed Liabilities.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to its choice of law provisions.

9. Headings. Section headings are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

10. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns. Subject to the foregoing sentence, no person not a party hereto shall have any right under or by virtue of this Agreement.

SCHEDULE B

List of Contributed Assets

1. B-1 Tangible Property
2. B-2 Real Property
3. B-3 Intellectual Property
4. B-4 Contractual Rights
5. B-5 Other Assets

**Schedule B-3 to Capital Contribution and
Assumption of Liabilities Agreement**

Please see attached.

REDACTED

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

| Mark | Owner | Country | Status | Appl. No. | Fil. Date | Reg. No. | Reg. Date | Docket No. |
|------|-------|---------|--------|-----------|-----------|----------|-----------|------------|
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|--------|-------------------------------------|---------------|------------|-----------|---------|---------|----------|-------------|
| PIC409 | GIDDINGS & LEWIS, LLC of America | United States | Registered | 73/714008 | 2/29/88 | 1566814 | 11/21/89 | 060976-0244 |
|--------|-------------------------------------|---------------|------------|-----------|---------|---------|----------|-------------|

Goods: Class 8: ELECTRONIC PROGRAMMABLE CONTROLLERS FOR PROCESS AND MACHINE CONTROL IN INDUSTRIAL APPLICATIONS.

FOLEY & LARDNER
ATTORNEYS AT LAW

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

| Mark | Owner | Country | Status | Appl. No. | File Date | Reg. No. | Reg. Date | Docket No. |
|----------------------|--|-----------------------------|------------|-----------|-----------|----------|-----------|-------------|
| PIC49 | GIDDINGS & LEWIS, LLC | United States of America | Registered | 73/714005 | 2/29/88 | 1525355 | 2/21/89 | 060976-0246 |
| Goods: | Class 9: ELECTRONIC PROGRAMMABLE CONTROLLERS FOR PROCESS AND MACHINE CONTROL IN INDUSTRIAL APPLICATIONS. | | | | | | | |
| PICGRIND | GIDDINGS & LEWIS, LLC | United States of America | Registered | 74/017316 | 1/6/90 | 1619641 | 10/30/90 | 060976-0247 |
| Goods: | Class 9: COMPUTER PROGRAMS FOR USE IN THE FIELD OF MACHINE TOOL CONTROLS. | | | | | | | |
| PICLINK (STYLIZED) | GIDDINGS & LEWIS, LLC | United States of America | Registered | 73/714009 | 2/29/88 | 1619484 | 10/30/90 | 060976-0248 |
| Goods: | Class 9: COMPUTER PROGRAMS AND CIRCUIT BOARDS SOLD AS A UNIT FOR FUNCTIONALLY CONNECTING ELECTRONIC PROGRAMMABLE CONTROLLERS USED TO PROVIDE REAL TIME CONTROL OF INDUSTRIAL MACHINERY TO PERSONAL COMPUTERS AND NOT USE FOR ORDER ENTRY OR INVENTORY CONTROL. | | | | | | | |
| PICLOCK | GIDDINGS & LEWIS, LLC | United States of America | Registered | 74/017315 | 1/8/90 | 1615560 | 10/2/90 | 060976-0249 |
| Goods: | Class 9: COMPUTER PROGRAMS FOR USE IN THE FIELD OF MACHINE TOOL CONTROLS. | | | | | | | |
| PICMOTION (STYLIZED) | GIDDINGS & LEWIS, LLC | United States of America | Registered | 73/714008 | 2/29/88 | 1551851 | 8/15/89 | 060976-0250 |
| Goods: | Class 9: COMPUTER PROGRAMS AND CIRCUIT BOARDS SOLD AS A UNIT FOR FUNCTIONALLY CONNECTING ELECTRONIC PROGRAMMABLE CONTROLLERS USED TO PROVIDE REAL TIME CONTROL OF INDUSTRIAL MACHINERY TO PERSONAL COMPUTERS. | | | | | | | |

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

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| MMC | GIDDINGS & LEWIS, LLC | United States of America | Registered | 75/738863 | 6/29/99 | 2488440 | 9/11/01 | 060976-0334 |
|-----|-----------------------|-----------------------------|------------|-----------|---------|---------|---------|-------------|

Goods: Class 9: COMPUTER AND ELECTRONIC PROGRAMMABLE INDUSTRIAL CONTROLS FOR MACHINES, EXCEPT PAPER MAKING MACHINES, USED IN THE AUTOMATED INSPECTION AND MEASUREMENT, CONVEYOR AND TRANSFER SYSTEMS, AUTOMATED ASSEMBLY EQUIPMENT, AUTOMATED FASTENERS, AUTOMATIC ROLL FEEDERS, MACHINE TOOLS, MATERIAL HANDLING, PACKAGING MACHINERY, ROBOTICS, WOOD WORKING, PLASTIC WORKING, PRINTING, RUBBER, SEMICONDUCTOR PROCESSING AND FABRICATING, TEXTILES AND APPAREL, AND E-Y POSITION TABLE INDUSTRIES.

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|-------------------|-----------------------|-----------------------------|------------|-----------|---------|---------|--------|-------------|
| EXPERTS IN MOTION | GIDDINGS & LEWIS, LLC | United States of America | Registered | 75/762178 | 7/28/99 | 2488486 | 7/3/01 | 060976-0335 |
|-------------------|-----------------------|-----------------------------|------------|-----------|---------|---------|--------|-------------|

Goods: Class 9: HARDWARE AND SOFTWARE COMPUTER NUMERICAL CONTROLS FOR OPERATING VARIOUS MACHINES.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

MEMBER:

GIDDINGS & LEWIS, LLC

By: Nancy L. Hutcherson
Name: Nancy L. Hutcherson
Title: Secretary

COMPANY:

G & L USA, LLC

By: Stephen M. Peterson
Name: Stephen M. Peterson
Title: President

REDACTED

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

Mark _____ Owner _____ Country _____ Status _____ Appl. No. _____ Fil. Date _____ Reg. No. _____ Reg. Date _____ Docket No. _____

PIC GIDDINGS & LEWIS, INC. Australia Registered 674225 10/4/95 674225 9/5/97 060976-0307
Goods: Class 9: ELECTRONIC PROGRAMMABLE CONTROLLERS FOR PROCESS AND MACHINE CONTROL IN INDUSTRIAL APPLICATIONS; PARTS OF THE FOREGOING.

FOLEY LARDNER
ATTORNEYS AT LAW

REDACTED

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

Mark _____ Owner _____ Country _____ Status _____ Appl. No. _____ Fil. Date _____ Reg. No. _____ Reg. Date _____ Docket No. _____

PIC4.9 GIDDINGS & LEWIS, LLC United States Registered 73/714004 2/29/88 1525354 2/21/89 060976-0245
of America

Goods: Class 9: ELECTRONIC PROGRAMMABLE CONTROLLERS FOR PROCESS AND MACHINE CONTROL IN INDUSTRIAL APPLICATIONS.

FOLEY LARDNER
ATTORNEYS AT LAW