05-06-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

ARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATI
TRADE... ...102996500

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):

MAG International Industrial Automation Systems, S.a.r.l.
MAG International Holdings, S.a.r.l.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Limited Liability Companies

Citizenship (see guidelines) Luxembourg

Additional names of conveying parties attached? ☑ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: SILVER POINT FINANCE, LLC
Internal Address:
Street Address: Two Greenwich Plaza
City: Greenwich
State: Connecticut
Country: USA Zip: 06830

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other Limited Liability C Citizenship Delaware

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)/Execution Date(s) :

Execution Date(s) 04/03/2005

☐ 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)
78/121,669

B. Trademark Registration No.(s)
1,864,186 2,265,444 2,726,930
2,721,173 1,899,581

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: Howard E. Silverman
Internal Address: Greenberg Traurig, LLP
Suite 2500
Street Address: 77 W. Wacker Drive
City: Chicago
State: IL Zip: 60601-1732
Phone Number: (312) 456-5202
Fax Number: (312) 456-8435
Email Address: silvermanh@gtlaw.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 315.00

☐ 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 50-2428

Authorized User Name Howard E. Silverman

9. Signature: Howard E. Silverman April 29, 2005
Signature Date

Howard E. Silverman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 35

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

05/05/2005 GTON11 00000004 1864186
01 FC:8521 40.00 OP
02 FC:8522 275.00 OP

RECEIVED 2005 MAY -4 PM 2:34 OPR/FINANCE

Continuation of Item No. 1
Name of conveying party(ies)

	Citizenship
"Caroline" Einhundertdritte Vermogensverwaltungsgesellschaft - Limited Liability Company	Germany
Lamb Technicon, Ltd. – Corporation	Canada
Cincinnati Machine Limited – Corporation	England
Lamb Technicon Limited – Corporation	England
MAGUS GmbH – Limited Liability Company	Switzerland
MAGIP GmbH – Limited Liability Company	Switzerland
Cincinnati Machine Korea Corp. – Corporation	South Korea

Continuation of Item No. 4
B. Trademark Registration No.(s)

2,444,162
2,381,209
2,440,168
2,378,990
2,385,063
889,688

chi-fs1\417561v02

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Patent and Trademark Security Agreement"), dated as of April 3, 2005, is made by MAG International Industrial Automation Systems, S.á.r.l., a limited liability company formed under the laws of Luxemberg (the "Borrower"), MAG International Holdings, S.á.r.l., a limited liability company formed under the laws of Luxembourg ("MAG-Lux"), "Caroline" Einhundertdritte Vermögensverwaltungsgesellschaft mbH, a limited liability company organized under the laws of Germany, registered in commercial register of the Hamburg local court under HRB 93117 ("Caroline"), Lamb Technicon, Ltd, a corporation registered in Ontario, Canada under Number 6940651 ("Lamb-Can"), Cincinnati Machine Limited, a company registered in England and Wales under Number 5322930 ("CML"), Lamb Technicon Limited, a company registered in England and Wales under Number 5334478 ("Lamb-UK"), MAGUS GmbH, a limited liability company formed under the laws of Switzerland ("MAGUS"), MAGIP GmbH, a limited liability company formed under the laws of Switzerland ("MAGIP"), and Cincinnati Machine Korea Corp., a Korean corporation ("Lamp-Korea") (collectively, "Grantors" and each, a "Grantor"), in favor of SILVER POINT FINANCE, LLC, a Delaware limited liability company, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit and Guaranty Agreement described below ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantors and Silver Point Finance, LLC, a Delaware limited liability company, as Agent for itself and the other Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to the Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations; and

WHEREAS, each of the Grantors is a Credit Party under the Credit Agreement and affiliated by common ownership with each of the other Grantors; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

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2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, when due, and performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien (as applicable) upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its now owned and hereafter acquired or arising and filed patents and patent applications ("Patents"), including without limitation, each patent and application listed on Schedule I hereto;

(ii) all of its Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(iii) all of its now owned and hereafter acquired or arising and filed trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications ("Trademarks"), including without limitation, common law rights and each mark, registration and application listed on Schedule II hereto;

(iv) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(v) all reissues, continuations, divisions, renewals or extensions of the foregoing;

(vi) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and

(vii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Intellectual Property Collateral, and (B) injury to the goodwill associated with any Intellectual Property Collateral.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that , as of the Closing Date, each Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an

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application with the United States Patent and Trademark Office, or its foreign equivalents, as applicable, each Patent and each License is listed, together with application or registration numbers, as applicable, in Schedule I and Schedule II, respectively, hereto. Each Grantor, jointly and severally, represents and warrants that, except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, all Patents and Trademarks which are necessary or material to the operations of such Grantor have been registered or are pending with the United States Patent and Trademark Office or its foreign equivalents, as applicable. Each Patent granted by and each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents is valid and enforceable, has not been adjudged invalid or unenforceable, in whole or in part, and is not at this time the subject of any challenge to its validity or enforceability except for arguments submitted by the United States Patent and Trademark Office, or its foreign equivalents in the ordinary course of prosecuting the patents or as set forth in Disclosure Schedule 3.15 to the Credit Agreement. Each Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, no Grantor is aware of any infringement claim by any other Person with respect to any of the Intellectual Property Collateral. This Patent and Trademark Security Agreement is effective to create a valid and continuing security interest in and Lien on (as applicable) and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Patent and Trademark Security Agreement with the United States Patent and Trademark Office within ninety (90) days of the creation of each security interest, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on (as applicable) Grantor's Patents and Trademarks shall have been duly taken.

The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor contained in the Security Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein. Grantors shall have the duty to prosecute diligently any applications to register any of the Intellectual Property Collateral, and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property Collateral. Any expenses incurred in connection with the

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Intellectual Property Collateral shall be borne solely by Grantors. Grantors shall not abandon any Intellectual Property Collateral without the prior written consent of Lenders.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Patent and Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Patent and Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex H to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.10 of the Credit Agreement), and given in the manner required by Section 12.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Patent and Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Patent and Trademark Security Agreement shall be fully

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effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Patent and Trademark Security Agreement shall terminate upon the Termination Date. Upon the Grantor's request, the Agent and/or the Lenders shall within a reasonable time after any such termination execute and deliver to the Grantors such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Patent and Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Patent and Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Patent and Trademark Security Agreement. This Patent and Trademark Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Patent and Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Credit Agreement, the provision in the Credit Agreement shall govern and control.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Patent and Trademark Security Agreement with its counsel.

12. REQUESTED RECORDATION. The Grantors authorize and request that the United States Patent and Trademark Office (and any state, foreign or other authority to which this Patent and Trademark Security Agreement is submitted) record this Patent and Trademark Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Intellectual Property Collateral.

13. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW, AND EACH PARTY EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.

14. POWER OF ATTORNEY. The Grantors hereby irrevocably grant to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantors' attorney-in-fact, with full authority in the name, place and stead of each such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Patent and Trademark Security Agreement. This authority includes, without limitation, the following:

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(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantors' approval thereof or signature thereto) Schedule I hereof, as appropriate and as otherwise permitted herein, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantors after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantors no longer have or claim any right, title or interest; and

(b) To execute any document required to acknowledge, register or perfect the security interest of the Agent and the Lenders in any part of the Intellectual Property Collateral without the signature of such Grantors unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated, at which time the foregoing power of attorney shall also terminate.

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IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

MAG INTERNATIONAL INDUSTRIAL AUTOMATION SYSTEMS, S.À.R.L.

By: _____
Name: Moshe Meidar
Title: Manager

MAG INTERNATIONAL HOLDINGS, S.À.R.L.

By: _____
Name: Moshe Meidar
Title: Manager

"CAROLINE" EINHUNDERTDRITTE VERMÖGENSVERWALTUNGS-GESELLSCHAFT MBH

By: _____
Name: James Benjamin
Title: Executive Vice President

LAMB TECHNICON, LTD.

By: _____
Name: James Benjamin
Title: Executive Vice President

CINCINNATI MACHINE LIMITED

By: _____
Name: James Benjamin
Title: Executive Vice President

LAMB TECHNICON LIMITED

By: _____
Name: James Benjamin
Title: Executive Vice President

MAGUS GMBH

By: _____
Name: James Benjamin
Title: Attorney-In-Fact

MAGIP GMBH

By: _____
Name: James Benjamin
Title: Attorney-In-Fact

CINCINNATI MACHINE KOREA CORPORATION

By: _____
Name: James Benjamin
Title: Executive Vice President

Acknowledged and Agreed:

SILVER POINT FINANCE, LLC, as Agent
By: Silver Point Capital, L.P., its
managing member
By: Silver Point Capital
Management, LLC, its
general partner
By: Edward A. Mulé
Name: Edward A. Mulé
Title: Managing Member

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

MAG-Global IP

Cincinnati UK Trademarks and Trademark Applications

SSL-DOCS2 70216308v1

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ARROW	CUK		CUKT-9311		634549	634549	11-Jul-2014	
Country: Australia	Owner: UNOVA Industrial Automation Sy			Registered	11-Jul-1994	11-Jul-1994		
ARROW	CUK		CUKT-9311		AM3366/94	155747	14-Dec-2014	
Country: Austria	Owner: UNOVA Industrial Automation Sy			Registered	08-Jul-1994	29-Dec-1994		
ARROW	CUK		CUKT-9311		830000	553697	05-Jul-2014	
Country: Benelux	Owner: UNOVA Industrial Automation Sy			Registered	05-Jul-1994	05-Jul-1994		
ARROW	CUK		CUKT-9311		760907	465004	25-Oct-2011	
Country: Canada	Owner: UNOVA Industrial Automation Sy			Registered	04-Aug-1994	25-Oct-1996		
ARROW	CUK		CUKT-9311		94070925	860358	06-Aug-2006	
Country: China	Owner: UNOVA Industrial Automation Sy			Registered	20-Jul-1994	07-Aug-1996		
ARROW	CUK		CUKT-9311		5353/94	6969/94	14-Oct-2014	
Country: Denmark	Owner: UNOVA Industrial Automation Sy			Registered	02-Aug-1994	14-Oct-1994		
ARROW	CUK		CUKT-9311		94/529447	94/529447	19-Jul-2014	
Country: France	Owner: UNOVA Industrial Automation Sy			Registered	19-Jul-1994	19-Jul-1994		
ARROW	CUK		CUKT-9311		C47186/7W	2901154	07-Jul-2014	
Country: Germany	Owner: UNOVA Industrial Automation Sy			Registered	07-Jul-1994	02-Feb-1995		
ARROW	CUK		CUKT-9311		725158			
Country: India	Owner: UNOVA Industrial Automation Sy			Pending	15-May-1996			
ARROW	CUK	BLR	CUKT-9311		342725	342725	01-Aug-2014	
Country: Indonesia	Owner: UNOVA Industrial Automation Sy			Registered	01-Aug-1994	31-Aug-1995		
ARROW	CUK		CUKT-9311		94C002022	684269	18-Jul-2014	
Country: Italy	Owner: UNOVA Industrial Automation Sy			Registered	18-Jul-1994	25-Jul-1996		

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ARROW	CUK		CUKT-9311		71996/1994			
Country: Japan	Owner: UNOVA Industrial Automation Sy			Pending	15-Jul-1994			
ARROW	CUK		CUKT-9311		94-28177	365321	16-Jun-2006	
Country: Korea, Republic of	Owner: UNOVA Industrial Automation Sy			Registered	14-Jul-1994	16-Jun-1996		
ARROW	CUK		CUKT-9311		MA/7257/94			
Country: Malaysia	Owner: UNOVA Industrial Automation Sy			Pending	12-Aug-1994			
ARROW	CUK		CUKT-9311		208460	528137	15-Aug-2014	
Country: Mexico	Owner: UNOVA Industrial Automation Sy			Registered	15-Aug-1994	08-Aug-1996		
ARROW	CUK	BLR	CUKT-9311			T94/06483E	26-Jul-2014	
Country: Singapore	Owner: UNOVA Industrial Automation Sy			Registered		26-Jul-1994		
	Classes: 7		Agent: DRE Drew & Napier					
ARROW	CUK		CUKT-9311		4665/94.8	422928	08-Jul-2014	
Country: Switzerland	Owner: UNOVA Industrial Automation Sy			Registered	08-Jul-1994	20-May-1996		
ARROW	CUK		CUKT-9311		83-052515			
Country: Taiwan	Owner: UNOVA Industrial Automation Sy			Pending	12-Aug-1994			
ARROW	CUK		CUKT-9311		272774	28836	22-Sep-2014	
Country: Thailand	Owner: UNOVA Industrial Automation Sy			Registered	23-Sep-1994	12-May-1995		
	Classes: 7							
ARROW	CUK		CUKT-9311		272774			
Country: Togo	Owner: UNOVA Industrial Automation Sy			Pending	23-Sep-1994			
ARROW	CUK		CUKT-9311		1579776	1579776	24-Jul-2011	
Country: United Kingdom	Owner: UNOVA Industrial Automation Sy			Renewed	24-Jul-1994	24-Jul-1994		
ARROW	CUK		CUKT-9311		74/416092	1864186	22-Nov-2014	21-Mar-1994
Country: United States of America	Owner: UNOVA Industrial Automation Sy			Registered	23-Jun-1993	22-Nov-1994		

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
ARROW	CUK	BLR	CUKT-9311-1		970027671			
Country: China	Owner: UNOVA Industrial Automation Sy			Pending	31-Mar-1997			
	Classes: 7							
DART	CUK		CUKT-0003		9700132233			
Country: China	Owner: UNOVA Industrial Automation Sy			Pending	11-Dec-1997			
DART	CUK		CUKT-0003		672576	672576	11-Nov-2007	
Country: European Community	Owner: UNOVA Industrial Automation Sy			Registered	11-Nov-1997	17-Apr-2000		
	Classes: 7							
Designated Countries								
AT	Registered							
BX	Registered							
DE	Registered							
DK	Registered							
ES	Registered							
FI	Registered							
FR	Registered							
GB	Registered							
GR	Registered							
IE	Registered							
IT	Registered							
PT	Registered							
SE	Registered							
FTV	CUK		CUKT-0205		76/436154	2721173	03-Jun-2013	18-Mar-2002
Country: United States of America	Owner: UNOVA Industrial Automation Sy			Registered	31-Jul-2002	03-Jun-2003		

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
HAWK	CUK		CUKT-9708			1609811	27-Jul-2011	
Country: China	Owner: UNOVA Industrial Automation Sy			Registered		28-Jul-2001		
HAWK	CUK		CUKT-9708		75/296800	2265444	27-Jul-2009	21-Oct-1997
Country: United States of America	Owner: UNOVA Industrial Automation Sy			Registered	22-May-1997	27-Jul-1999		
LANCER	CUK		CUKT-9303		826401	552871	29-Apr-2014	
Country: Benelux	Owner: UNOVA Industrial Automation Sy			Registered	29-Apr-1994	29-Apr-1994		
LANCER	CUK		CUKT-9303				03-Sep-2006	
Country: Brazil	Owner: UNOVA Industrial Automation Sy			Registered	08-Jul-1994	03-Sep-1996		
LANCER	CUK		CUKT-9303		756006	441698	31-Mar-2010	
Country: Canada	Owner: UNOVA Industrial Automation Sy			Registered	03-Jun-1994	31-Mar-1995		
LANCER	CUK		CUKT-9303		94070924			
Country: China	Owner: UNOVA Industrial Automation Sy			Pending	20-Jul-1994			
LANCER	CUK		CUKT-9303		94/520935	94/520935	19-Jul-2014	
Country: France	Owner: UNOVA Industrial Automation Sy			Registered	19-May-1994	19-May-1994		
LANCER	CUK		CUKT-9303		C46818/7W	2090587	28-Apr-2014	
Country: Germany	Owner: UNOVA Industrial Automation Sy			Registered	28-Apr-1994	31-Jan-1996		
LANCER	CUK		CUKT-9303		725157			
Country: India	Owner: UNOVA Industrial Automation Sy			Pending	15-May-1996			
LANCER	CUK		CUKT-9303		2004C003762	683742	23-Jun-2014	
Country: Italy	Owner: UNOVA Industrial Automation Sy			Registered	21-Dec-2004	04-Jul-1996		
	Classes: 7							
LANCER	CUK		CUKT-9303		46151/94			
Country: Japan	Owner: UNOVA Industrial Automation Sy			Pending	10-May-1994			

Trademark List

Trademark Name	Client / Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
LANCER	CUK	CUKT-9303		1570813	1570813	04-May-2011	
Country: United Kingdom	Owner: UNOVA Industrial Automation Sy		Registered	04-May-1994	13-Jun-1995		
LANCER	CUK	CUKT-9303		74/365246	1899581	13-Jun-2005	
Country: United States of America	Owner: UNOVA Industrial Automation Sy		Registered	08-Mar-1993	13-Jun-1995		
SABRE	CUK	CUKT-9701.1			1165412	06-Apr-2008	
Country: China	Owner: UNOVA Industrial Automation Sy		Registered	03-Feb-1997	07-Apr-1998		
SABRE	CUK	CUKT-9701.2			1573951	20-May-2011	
Country: China	Owner: UNOVA Industrial Automation Sy		Registered	31-Mar-1997	21-May-2001		
ULTIMATE PERFORMANCE	CUK	CUKT-0011					
Country: United States of America	Owner: UNOVA Industrial Automation Sy		Common law				
V-CNC	CUK	CUKT-0206		76/436155	2726930	17-Jun-2013	18-Mar-2002
Country: United States of America	Owner: UNOVA Industrial Automation Sy		Registered	31-Jul-2002	17-Jun-2003		

Honsberg Lamb Trademarks and Trademark Applications

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
HONSBERG	HON	BLR	HLT-0301		002901999			
Country: European Community	Owner: UNOVA UK Limited			Pending	22-Oct-2002			
				Agent: VSW Von Kreisler Selting Werner				

Designated Countries

AT	Pending
BX	Pending
DE	Pending
DK	Pending
ES	Pending
FI	Pending
FR	Pending
GB	Pending
GR	Pending
IE	Pending
IT	Pending
PT	Pending
SE	Pending

Lamb Machining Systems Trademarks and Trademark Applications

Trademark List

Trademark Name	Client	Attorney(s)	Case Numbe	Status	Application Number /Filing Date	Registration Number/Date	Renewal Date	First Use Date
BOBCAT	LMS	BLR	LMST-1357		78/121669			
Country: United States of America	Owner: UNOVA Industrial Automation Sy			Suspended	15-Apr-2002			
Grand Design	LMS	BLR	1330		75867880	2444162	17-Apr-2011	
Country: United States of America	Owner: Grand Design, Inc.			Registered	09-Dec-1999	17-Apr-2001		
Jaguar	LMS	BLR	1324		75768883	2381209	29-Aug-2010	
Country: United States of America	Owner: UNOVA IP Corp.			Registered	05-Aug-1999	29-Aug-2000		
	Classes: 7							
MACH I	LMS	BLR	1323		75772468	2440168	03-Apr-2011	
Country: United States of America	Owner: UNOVA IP Corp.			Registered	10-Aug-1999	03-Apr-2001		
	Classes: 7							
PATHWAYS TO PRODUCTIVITY	LMS	BLR	1317		75672168	2378990	22-Aug-2010	
Country: United States of America	Owner: UNOVA IP Corp.			Registered	31-Mar-1999	22-Aug-2000		
	Classes: 7							
PATHWAYS TO PRODUCTIVITY (design)	LMS	BLR	1318		75672503	2385063	12-Sep-2010	
Country: United States of America	Owner: UNOVA IP Corp.			Registered	01-Apr-1999	12-Sep-2000		
	Classes: 7							

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB	LBA	BLR	0084	Registered	56940	423416	04-Nov-1996	
	Owner: Litton UK Limited					04-Nov-1986		
Country: Benelux								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB	LBA	BLR	0085	Registered	359281	208215	11-Jul-2005	
	Owner: Litton Indust'l Systems, Inc.					11-Jul-1975		
Country: Canada								
				Remarks:				
	Goods: CONVY & POSITION MECH							

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB	LBA	BLR	1331	Registered	000457408	000457408	29-Jan-2007	
	Owner: UNOVA UK Limited				29-Jan-1997	29-Jan-1997		

Country: European Community

Agent: NAS Keith W. Nash & Co.

Designated Countries

AT	Registered
BX	Registered
DE	Registered
DK	Registered
ES	Registered
FI	Registered
FR	Registered
GB	Registered
GR	Registered
IE	Registered
IT	Registered
PT	Registered
SE	Registered

Classes: 7, 9, 37, 40, 42

Remarks: The registration in Class 9 is directed to welding equipment. This portion of the registration will not be transferred to Buyer.

Goods: MACHINE TOOLS & APPARATU

LAMB	LBA		0086	Registered	822220	1378026	04-Nov-1996	
	Owner: Litton UK Limited					04-Nov-1986		

Country: France

Classes: 7,9

Remarks:

Goods: MACHINE TOOLS & APPARATU

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB	LBA		0087	Registered	138416	1213112	16-Sep-2012	
	Owner: UNOVA Industrial Automation Sy				08-Sep-1972	18-Sep-1972		
Country: France	Agent: NAS	Keith W. Nash & Co.						
	Classes: 7, 12			Remarks:				
	Goods: MACHINERY & VEHICLES							
LAMB	LBA		0088	Registered	L29547/7WZ	1111837	07-Nov-1996	
	Owner: Litton UK Limited					07-Nov-1986		
Country: Germany								
	Classes: 7,9			Remarks:				
	Goods: APPARATUS							
LAMB	LBA		0089	Registered	895541	895541	23-Dec-2000	
	Owner: Litton Indust'l Systems, Inc.					23-Dec-1970		
Country: Germany								
	Classes: 7			Remarks: Our Ref: 7342.3003.001				
	Goods: SPECIAL PURPOSE MACHINE							
LAMB	LBA	BLR	LBAT-x799	Registered		660561	19-Dec-2012	
	Owner: Litton Indust'l Systems, Inc.				19-Dec-1972	13-Feb-1975		
Country: Italy								
				Remarks: original case file read reg no 287996				
	Goods:							

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB	LBA		0090	Registered	1262632	1262632	15-Mar-2007	
	Owner: Litton UK Limited					15-Mar-1986		
Country: United Kingdom								
	Classes: 7			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB	LBA	BLR	0093	Registered	301534	889688	21-Apr-2010	
	Owner: Litton Indust'l Systems, Inc.				27-Jun-1968	21-Apr-1970		
Country: United States of America								
	Classes: 7			Remarks:				
	Goods: AUTOMATED CONVEYORS							

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB LOGO	LBA		0094	OPEN	56939	428605	04-Nov-2006	
	Owner: Litton UK Limited					04-Nov-1986		
Country: Benelux								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB LOGO	LBA		0095	Registered	822219	1378025	04-Nov-2006	
	Owner: Litton UK Limited					04-Nov-1986		
Country: France								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB LOGO	LBA		0096	Registered	L29548/7WZ	1111838	07-Nov-1996	
	Owner: Litton UK Limited					07-Nov-1986		
Country: Germany								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB LOGO	LBA		0098	Registered	1264429	1264429	10-Apr-2007	
	Owner: Litton UK Limited					04-Aug-1989		
Country: United Kingdom								
	Classes: 7			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							

Other Trademarks and Trademark Applications

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB LOGO	LBA		0094	OPEN	56939	428605	04-Nov-2006	
	Owner: Litton UK Limited					04-Nov-1986		
Country: Benelux								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB LOGO	LBA		0095	Registered	822219	1378025	04-Nov-2006	
	Owner: Litton UK Limited					04-Nov-1986		
Country: France								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB LOGO	LBA		0096	Registered	L29548/7WZ	1111838	07-Nov-1996	
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Country: Germany								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB LOGO	LBA		0098	Registered	1264429	1264429	10-Apr-2007	
	Owner: Litton UK Limited					04-Aug-1989		
Country: United Kingdom								
	Classes: 7			Remarks:				
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	Owner: Litton UK Limited					04-Nov-1986		
Country: Benelux								
	Classes: 7,9			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB	LBA	BLR	0085	Registered	359281	208215	11-Jul-2005	
	Owner: Litton Indust'l Systems, Inc.					11-Jul-1975		
Country: Canada								
				Remarks:				
	Goods: CONVY & POSITION MECH							

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	Owner: UNOVA UK Limited				29-Jan-1997	29-Jan-1997		

Country: European Community

Agent: NAS Keith W. Nash & Co.

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DK	Registered
ES	Registered
FI	Registered
FR	Registered
GB	Registered
GR	Registered
IE	Registered
IT	Registered
PT	Registered
SE	Registered

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	Owner: Litton UK Limited					04-Nov-1986		

Country: France

Classes: 7,9

Remarks:

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	Owner: UNOVA Industrial Automation Sy				08-Sep-1972	18-Sep-1972		
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LAMB	LBA		0088	Registered	L29547/7WZ	1111837	07-Nov-1996	
	Owner: Litton UK Limited					07-Nov-1986		
Country: Germany								
	Classes: 7,9			Remarks:				
	Goods: APPARATUS							
LAMB	LBA		0089	Registered	895541	895541	23-Dec-2000	
	Owner: Litton Indust'l Systems, Inc.					23-Dec-1970		
Country: Germany								
	Classes: 7			Remarks: Our Ref: 7342.3003.001				
	Goods: SPECIAL PURPOSE MACHINE							
LAMB	LBA	BLR	LBAT-x799	Registered		660561	19-Dec-2012	
	Owner: Litton Indust'l Systems, Inc.				19-Dec-1972	13-Feb-1975		
Country: Italy								
				Remarks: original case file read reg no 287996				
	Goods:							

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
LAMB	LBA		0090	Registered	1262632	1262632	15-Mar-2007	
	Owner: Litton UK Limited					15-Mar-1986		
Country: United Kingdom								
	Classes: 7			Remarks:				
	Goods: MACHINE TOOLS & APPARATU							
LAMB	LBA	BLR	0093	Registered	301534	889688	21-Apr-2010	
	Owner: Litton Indust'l Systems, Inc.				27-Jun-1968	21-Apr-1970		
Country: United States of America								
	Classes: 7			Remarks:				
	Goods: AUTOMATED CONVEYORS							

EXHIBIT A

COUNTERPART TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Patent and Trademark Security Agreement dated as of April __, 2005 (as from time to time amended, modified or supplemented, the "Patent and Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between MAG International Industrial Automation Systems, S.à.r.l., MAG International Holdings, S.à.r.l., "Caroline" Einhundertdritte Vermögensverwaltungsgesellscaft mbH, Lamb Technicon, Ltd, Cincinnati Machine Limited, Lamb Technicon Limited, MAGUS GmbH, MAGIP GmbH, and Cincinnati Machine Korea Corp., collectively, as Grantors, and Silver Point Finance, LLC, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Patent and Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Patent and Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By:_____
Name:
Title:

bos-srv01\160933v02