## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hurco Companies, Inc.		11/30/2005	CORPORATION: INDIANA

#### **RECEIVING PARTY DATA**

Name:	Mitai Machine Tools, Inc.	
Street Address:	29108 Lorie Lane	
City:	Wixom	
State/Country:	MICHIGAN	
Postal Code:	48393	
Entity Type:	CORPORATION: MICHIGAN	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2850113	DYNAPATH
Registration Number:	0736765	DYNAPATH

#### **CORRESPONDENCE DATA**

Fax Number: (202)659-1559

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 659 - 6944

Email: MBergsman@dickinsonwright.com

Correspondent Name: Marc A. Bergsman
Address Line 1: Dickinson Wright PLLC

Address Line 2: 1901 L Street, N.W., Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	028974-00001
NAME OF SUBMITTER:	Marc A. Bergsman
Signature:	/Marc A. Bergsman/
	TRADEMARK

TRADEMARK REEL: 003203 FRAME: 0798

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Date:	12/03/2005
Total Attachments: 2	
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# TERMINATION OF SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Mitai Machine Tools, Inc., a Michigan corporation, with an address at 29108 Lorie Lane, Wixom, Michigan 48393 (hereinafter referred to as "Assignor"), owns trademark registrations in the United States Patent and Trademark Office as described on Exhibit A to this instrument (hereinafter the "Trademarks");

WHEREAS, Assignor granted to Hurco Companies, Inc., an Indiana corporation ("Assignee") a security interest in all right, title and interest of Assignor in and to the Trademarks to secure the prompt payment, performance and observance of certain obligations, indebtedness and liabilities of Assignor to Assignee (collectively, the "Obligations");

WHEREAS, concurrently with the execution of this instrument the Trademarks are being sold, assigned and transferred to Hurco Automation Limited (the "Transferee") and the Transferee is paying to Assignee, as secured party, consideration which reduces and partially pays and satisfies the Obligations; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee does hereby terminate the Security Agreement, dated September 3, 2002, and recorded in the U.S. Patent and Trademark Office on September 5, 2002, at reel 2575, frame 0622 (the "Security Agreement"), and hereby terminates, cancels and releases any and all security interests in and to the Trademarks or other property of Assignor granted by or under the Security Agreement. Assignee is not, by this instrument, releasing or terminating, or agreeing to release or terminate, any security interest or lien granted to Assignee by the Transferee in the Trademarks or other property of Assignor which is acquired by the Transferee from Assignor.

IN WITNESS WHEREOF, Assignee has caused this assignment to be duly executed by its officer thereunto duly authorized as of the 30 day of Nove<u>mbe</u>, 2005.

**HURCO COMPANIES, INC.** 

Name: Stephen J. Alesia

Title: Vice President and CFO

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## **EXHIBIT A**

MARK REGISTRATION NO.

DYNAPATH 2,850,113

DYNAPATH 736,765

DC 28974-1 106721v1

BDDB01 4243626v3

**RECORDED: 12/03/2005** 

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