TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Giddings & Lewis Machine Tools, Inc.		10/06/2005	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	SILVER POINT FINANCE, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	First Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	639322	GIDDINGS & LEWIS
Registration Number:	707505	NUMERIPATH
Registration Number:	722550	GRAY
Registration Number:	729704	MILWAUKEE-MATIC
Registration Number:	799488	NUMERICENTER
Registration Number:	867493	NUMERICENTER
Registration Number:	905093	MODU-LINE
Registration Number:	1531640	TITAN.
Registration Number:	1824113	SMARTTURN
Registration Number:	1923323	ORION
Registration Number:	2151147	HEXACENTER

CH $290.00 639322

CORRESPONDENCE DATA

Fax Number: (617)897-0967
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 1-617-310-6000
Email: fercug@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: One International Place
Address Line 2: Floor 20
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	46380-010200
NAME OF SUBMITTER:	CHINH H. PHAM
Signature:	/chinh h. pham/
Date:	01/19/2006

Total Attachments: 18
source=46380-010200 Security Agreement#page1.tif
source=46380-010200 Security Agreement#page2.tif
source=46380-010200 Security Agreement#page3.tif
source=46380-010200 Security Agreement#page4.tif
source=46380-010200 Security Agreement#page5.tif
source=46380-010200 Security Agreement#page6.tif
source=46380-010200 Security Agreement#page7.tif
source=46380-010200 Security Agreement#page8.tif
source=46380-010200 Security Agreement#page9.tif
source=46380-010200 Security Agreement#page10.tif
source=46380-010200 Security Agreement#page11.tif
source=46380-010200 Security Agreement#page12.tif
source=46380-010200 Security Agreement#page13.tif
source=46380-010200 Security Agreement#page14.tif
source=46380-010200 Security Agreement#page15.tif
source=46380-010200 Security Agreement#page16.tif
source=46380-010200 Security Agreement#page17.tif
source=46380-010200 GLMT Trademarks#page1.tif

Giddings & Lewis Machine Tools, Inc.

PROPERTY LIST

46380-010200

Trademark Registration Numbers:

639,322
707,505
722,550
729,704
799,488
867,493
905,093
1,531,640
1,824,113
1,923,323
2,151,147

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 October 6, 2005, is made by (i) MAG Domestic Holdings, LLC, a Delaware limited liability company ("MAG Domestic"), G&L USA, LLC, a Wisconsin limited liability company ("G&L"), Cross Hueller, LLC, a Michigan limited liability company ("Hueller US"), Giddings & Lewis Machine Tools, LLC, a Wisconsin limited liability company ("Giddings"), and Fadal Machining Centers, LLC, a Wisconsin limited liability company ("Fadal US", and, together with MAG Domestic, G&L, Hueller US, and Giddings, each individually, a "Grantor", and collectively, the "Grantors"), in favor of (ii) Silver Point Finance, LLC, a Delaware limited liability company ("Silver Point"), as Agent for the Lenders from time to time party to the Domestic Credit Agreement referred to below (Silver Point, in its capacity as the Agent under the Domestic Credit Agreement, the "Domestic Facility Agent"), and (iii) Silver Point, as Agent for the Lenders from time to time party to the Foreign Credit Agreement referred to below (Silver Point, in its capacity as the Agent under the Foreign Credit Agreement, the "Foreign Facility Agent" and, together with the Domestic Facility Agent, collectively referred to herein as the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Domestic Credit Agreement"), by and among the Grantors, as Borrowers, and the Domestic Facility Agent, as agent for the Lenders from time to time party thereto (the "Domestic Facility Lenders"), the Domestic Facility Lenders have agreed to make Advances and incur Letter of Credit Obligations on behalf of the Grantors; and

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Foreign Credit Agreement" and, together with the Domestic Credit Agreement, each individually, a "Credit Agreement" and collectively, the "Credit Agreements"), by and among (i) MAG International Industrial Machinery, S.à r.l., a limited liability company formed under the laws of Luxembourg with a share capital of € 12,500 ("Foreign Borrower"), (ii) MAG International Metalcutting Machinery GmbH, a limited liability company formed under the laws of Germany, registered with the Düsseldorf local court under HRB 52405 ("Metalcutting"), Cross Hüller UK Ltd., a corporation registered in the United Kingdom ("Hüller UK"), Cross Hueller Indústria de Maquinas de Usinagem Ltda., a limited liability company formed under the laws of Brazil, registered in Diadema – São Paulo ("Hueller Brazil"), Hurth France S.A., a corporation formed under the laws of France, registered in Nanterre ("Hurth France"), Cross Hüller GmbH, a limited liability company formed under the laws of Germany, registered with the Ludwigsburg local court under HRB 3104 ("Hüller Ludwigsburg"), Hessapp GmbH, a limited liability company formed under the laws of Germany, registered with the Wiesbaden local court under HRB 21439 ("Hessapp"),

Witzig & Frank GmbH, a limited liability company formed under the laws of Germany, registered with the Offenburg local court under HRB 469 ("Witzig") and Hüller Hille GmbH, a limited liability company formed under the laws of Germany, registered with the Mosbach local court under HRB 1821 ("Hille", and, together with Metalcutting, Hüller UK, Hueller Brazil, Hurth France, Hüller Ludwigsburg, Hessapp, and Witzig, each individually, a "Foreign Sub-Borrower" and collectively, the "Foreign Sub-Borrowers"). and (iii) the Foreign Facility Agent, as agent for the Lenders from time to time party thereto (the "Foreign Facility Lenders" and, together with the Domestic Facility Lenders, collectively, the "Lenders"), the Foreign Facility Lenders have agreed to make Advances and incur Letter of Credit Obligations on behalf of the Foreign Borrower and the Foreign Sub-Borrowers; and

WHEREAS, pursuant to the terms of that certain Guaranty Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty Agreement"), executed by each of the Grantors in favor of the Foreign Facility Agent, for the benefit of the Foreign Facility Lenders, the Grantors have guaranteed the payment and performance of all obligations of the Foreign Borrower and the Foreign Sub-Borrowers under the Foreign Credit Agreement and the other Loan Documents, as defined therein; and

WHEREAS, Grantors directly or indirectly benefit from the Advances and Letter of Credit Obligations, and, in order to induce Agent and Lenders to enter into the Credit Agreements and the other Loan Documents (as defined in each of the Credit Agreements) and to make the Advances and incur the Letter of Credit Obligations to and for the benefit of the Grantors, the Foreign Borrower, and the Foreign Sub-Borrowers as provided for in the respective Credit Agreements, Grantors have agreed to grant a continuing security interest in and Lien on the Collateral to secure the Obligations; and

WHEREAS, each of the Grantors is affiliated by common ownership with each of the other Grantors and the Foreign Borrower and Foreign Sub-Borrowers.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, to induce Lenders to make the Advances and incur the Letter of Credit Obligations under each of the Credit Agreements, 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.

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

TRADEMARK
REEL: 003230 FRAME: 0658

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 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 Domestic 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

TRADEMARK
REEL: 003230 FRAME: 0659

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 Domestic 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 Domestic 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.

Notwithstanding anything to the contrary set forth in this Agreement or the Domestic Credit Agreement, the representations and warranties set forth in this Section shall be deemed made by the Grantors on and after the date thirty (30) days after the Closing, and not prior to that date. On or before the date thirty (3) days following the Closing Date, Grantors shall deliver to Agent modifications to each of the Schedules referred to in this Section 3 which shall be attached to this Agreement and made a part hereof, each of which shall be true, accurate and complete as to all of the information required to be set forth therein.

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

TRADEMARK
REEL: 003230 FRAME: 0660

rights in the Intellectual Property Collateral. Any expenses incurred in connection with the 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 for liquidation or reorganization, should any Grantor 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 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 Domestic Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.10 of the Domestic Credit Agreement), and given in the manner required by Section 12.10 of the Domestic Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Grantors as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Persons 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 Grantor or any other Person to become an Additional

TRADEMARK
REEL: 003230 FRAME: 0661

Grantor hereunder. This Patent and Trademark Security Agreement shall be fully 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 Domestic 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 Domestic Credit Agreement, the provision in the Domestic 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

TRADEMARK
REEL: 003230 FRAME: 0662

may reasonably deem necessary or advisable to accomplish the purposes of this Patent and Trademark Security Agreement. This authority includes, without limitation, the following:

(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 Domestic Credit Agreement has been terminated, at which time the foregoing power of attorney shall also terminate.

[SIGNATURES TO FOLLOW]

TRADEMARK
REEL: 003230 FRAME: 0663

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 DOMESTIC HOLDINGS, LLC By: James Benjamin Name: James Benjamin Title: Authorized Signatory	**G&L USA, LLC** By: James Benjamin Name: James Benjamin Title: Authorized Signatory
CROSS HUELLER, LLC By: James Benjamin Name: James Benjamin Title: Authorized Signatory	**GIDDINGS & LEWIS MACHINE TOOLS, LLC** By: James Benjamin Name: James Benjamin Title: Authorized Signatory
FADAL MACHINING CENTERS, LLC By: James Benjamin Name: James Benjamin Title: Authorized Signatory	

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: _____

Name: Jeffrey A. Gelfand

Title: Authorized Signatory

Schedule I
To
PATENT AND TRADEMARK SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor	Patent	Reg. No.
See attached.		

II. PATENT APPLICATIONS

Grantor	Patent	Application No.
See attached.		

III. PATENT LICENSES

Grantor	Name of Agreement	Date of Agreement
See attached.		

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Patent/Serial/ Publication No.	Title	Issue/Filing Date	Inventor	Next Maintenance Fee Due (Surcharge Date)	Ownership
4,684,266	Slide and Way Assembly and Method of Making Same	8/4/1987	Furmanek et al.	None	Giddings & Lewis Machine Tools, LLC
4,699,276	Chain-Type Tool Storage Magazine	10/13/1987	Kis	None	Giddings & Lewis Machine Tools, LLC
4,741,231	Tool Force Sensor and Method of Making Same	5/3/1988	Patterson et al.	None	Giddings & Lewis Machine Tools, LLC
4,784,894	Molded Polymer Composite	11/15/1988	Johnstone et al.	None	Giddings & Lewis Machine Tools, LLC
4,945,501	Method for Determining Position Within the Measuring Volume of a Coordinate Measuring Machine and the Like and System Therefor	7/31/1990	Bell et al.	None	Giddings & Lewis Machine Tools, LLC
5,205,686	Apparatus and Method for Hydraulically Fed Cuttings Removal and Collection for Cutting Type Machine Tools	4/27/1993	de Caussin	None	Fadal Machining Centers, LLC
5,274,919	Method of Cracking a Connecting Rod	1/4/1994	Becker	None	Cross Huller GmbH
5,320,265	Connecting Rod Cracker	6/14/1994	Becker	12/15/2005	Cross Huller GmbH
5,452,502	Turret-Type Machine Tool	9/26/1995	Walter et al.	3/27/2007	Witzig & Frank GmbH
5,615,481	Method and Apparatus for the Production of Circumferentially Compressible Pipe Fittings	4/1/1997	Viegener et al.	10/2/2008	Witzig & Frank GmbH
5,829,932	Machine Alignment Compensation Actuator System	11/3/1998	Kis et al.	5/4/2006	Giddings & Lewis Machine Tools, LLC
6,050,756	Method of Cooling and Lubricating a Tool and/or Workpiece and a Working Spindle for Carrying Out the Method	4/18/2000	Buchholz et al.	10/19/2007	Cross Huller GmbH

SSL/DOCS2 70253730v2

Patent/Serial/ Publication No.	Title	Issue/Filing Date	Inventor	Next Maintenance Fee Due (Surcharge Date)	Ownership
6,228,006	Machining Center	5/8/2001	Horn et al.	11/12/2008	Cross Huller GmbH
6,273,653	Machine Tool for Cutting Processes with a Horizontally Lodged Work Spindle	8/14/2001	Horn et al.	2/18/2009	Cross Huller GmbH
6,298,531	Highly Flexible Machine Tool	10/9/2001	Baumbusch et al.	4/10/2009	Witzig & Frank GmbH
6,317,646	CNC Machine Having Interactive Control of Corner Tolerance That Is Programmed To Vary With The Corner Angle	11/13/2001	de Caussin et al.	5/14/2009	Fadal Machining Centers, LLC
6,328,510	Machine Tool for Triaxial Machining of Work Pieces	12/11/2001	Hanrath et al.	6/12/2009	Cross Huller GmbH
6,348,029	Machine Tool	2/19/2002	Baumbusch et al.	8/20/2009	Witzig & Frank GmbH
6,604,269	Machine Tool	8/12/2003	Jennemann et al.	2/13/2007	Witzig & Frank GmbH
6,619,641	Workpiece Holder	9/16/2003	Heitzmann et al.	3/19/2007	Cross Huller GmbH
6,652,204	Machine Tool	11/25/2003	Stengele et al.	5/29/2007	Cross Huller GmbH
6,668,208	Automatic Allocation of Machining Operations to a Plurality of Machining Stations	12/23/2003	Baumbusch et al.	6/26/2007	Witzig & Frank GmbH
6,736,564	Profiled Way Clamping Mechanism	5/18/2004	Loerch	11/20/2007	Giddings & Lewis Machine Tools, LLC

TRADEMARK
REEL: 003230 FRAME: 0668

Patent/Serial/ Publication No.	Title	Issue/Filing Date	Inventor	Next Maintenance Fee Due (Surcharge Date)	Ownership
6,761,518	Machine Tool	7/13/2004	Stengele et al.	1/15/2008	Cross Huller GmbH
6,826,821	System for Machining Work Pieces Comprising At Least One Machine Tool	12/7/2004	Geiger et al.	6/10/2008	Cross Huller GmbH
6,843,096	Process and Device for Producing Press Fittings From Steel, In Particular Special Steel	1/18/2005	Viegener et al.	7/21/2008	Witzig & Frank GmbH
2003/0180112	Machine Tool for Processing Work Pieces on at least Three Axes	9/25/2003	Geiger et al.	N/A	Cross Huller GmbH
2004/0234363	Loading Means for Workpieces	11/25/2004	Schwarz et al.	N/A	Cross Huller GmbH
11/143,366		6/2/2005	Casper et al.	N/A	Cross Huller GmbH

SSL-DOCS2 70253730v2

Schedule II
To
PATENT AND TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor	Mark	Reg. No.	Date

See attached.

II. TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Date

See attached.

III. TRADEMARK LICENSES

Grantor	Name of Agreement	Date of Agreement	Parties

See attached.

TRADEMARK REGISTRATIONS AND APPLICATIONS

Reg. No.	Mark	Reg. Date	Ownership
639,322	GIDDINGS & LEWIS	1/1/1957	Giddings & Lewis Machine Tools, Inc.
707,505	NUMERIPATH	11/22/1960	Giddings & Lewis Machine Tools, Inc.
722,550	GRAY	10/10/1961	Giddings & Lewis Machine Tools, Inc.
729,704	MILWAUKEE-MATIC	4/10/1962	Giddings & Lewis Machine Tools, Inc.
780,223	re-registered as 78/568,912 for LA SALLE	11/17/1984	Cross Hueller, LLC
799,488	NUMERICENTER	11/30/1965	Giddings & Lewis Machine Tools, Inc.
850,155	MIL PAK	6/4/1968	Cross Hueller, LLC
867,493	NUMERICENTER	4/1/1969	Giddings & Lewis Machine Tools, Inc.
905,093	MODU-LINE	12/29/1970	Giddings & Lewis Machine Tools, Inc.
1,307,656	CROSS	12/4/1984	Cross Hueller, LLC
1,466,179	ORBITER	11/24/1987	Cross Huller GmbH
1,531,640	TITAN (stylized)	3/28/1989	Giddings & Lewis Machine Tools, Inc.
1,616,442	FADAL	10/9/1990	Fadal Machining Centers, LLC
1,808,949	32MP	12/7/1993	Fadal Machining Centers, LLC
1,824,113	SMARTTURN	3/1/1994	Giddings & Lewis Machine Tools, Inc.
1,831,896	HYDRO SWEEP	4/19/1994	Fadal Machining Centers, LLC
1,839,252	CNC VISUALIZER	6/14/1994	Fadal Machining Centers, LLC
1,849,124	THE FIRST STEP TO REALITY	8/9/1994	Fadal Machining Centers, LLC
1,923,323	ORION	10/3/1995	Giddings & Lewis Machine Tools, Inc.
1,976,751	FADAL	5/28/1996	Fadal Machining Centers, LLC
1,993,317	CHIP TALK	8/13/1996	Fadal Machining Centers, LLC
2,151,147	HEXACENTER	4/14/1998	Giddings & Lewis Machine Tools, Inc.
2,164,881	SPECHT	6/9/1998	Cross Huller GmbH
2,247,980	UNIFLEX	5/25/1999	Witzig & Frank GmbH
2,348,000	TWINFLEX	5/9/2000	Witzig & Frank GmbH
2,860,674	AUGUSTA	7/6/2004	Fadal Machining Centers, LLC
2,998,449	BLUESTAR	9/20/2005	Huller Hille GmbH
3,002,099	CROSS HULLER	9/27/2005	Cross Huller GmbH
3,006,136	BYRON	10/11/2005	Fadal Machining Centers, LLC
78/568, 909	CROSS	2/16/2005	Cross Hueller, LLC
78/568, 912	LASALLE (prior reg. No. 780,233)	2/16/2005	Cross Hueller, LLC
79/011,696	STAR*line*	2/12/2005	Cross Hueller GmbH

SSL-DOCS2 70253730v2

EXHIBIT A

COUNTERPART TO PATENT AND TRADEMARK SECURITY AGREEMENT

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Patent and Trademark Security Agreement dated as of October __, 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 (i) MAG Domestic Holdings, LLC, a Delaware limited liability company ("MAG Domestic"), G&L USA, LLC, a Wisconsin limited liability company ("G&L"), Cross Hueller, LLC, a Michigan limited liability company ("Hueller US"), Giddings & Lewis Machine Tools, LLC, a Wisconsin limited liability company ("Giddings") and Fadal Machining Centers, LLC, a Wisconsin limited liability company ("Fadal US" and, together with MAG Domestic, G&L, Hueller US, and Giddings, each individually, a "Grantor", and collectively, the "Grantors"), in favor of (ii) Silver Point Finance, LLC, a Delaware limited liability company ("Silver Point"), as Agent for the Lenders from time to time party to the Domestic Credit Agreement referred to in the Patent and Trademark Security Agreement (Silver Point, in its capacity as the Agent under the Domestic Credit Agreement, the "Domestic Facility Agent"), and (iii) Silver Point, as Agent for the Lenders from time to time party to the Foreign Credit Agreement referred to in the Patent and Trademark Security Agreement (Silver Point, in its capacity as the Agent under the Foreign Credit Agreement, the "Foreign Facility Agent" and, together with the Domestic Facility Agent, collectively referred to herein as the "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:

Giddings & Lewis Machine Tools, Inc.

TRADEMARK REGISTRATIONS AND APPLICATIONS

46380-010200

Reg. No.	Mark	Reg. Date	Ownership
639,322	GIDDINGS & LEWIS	1/1/1957	*Giddings & Lewis Machine Tools, Inc.*
707,505	NUMERIPATH	11/22/1960	*Giddings & Lewis Machine Tools, Inc.*
722,550	GRAY	10/10/1961	*Giddings & Lewis Machine Tools, Inc.*
729,704	MILWAUKEE-MATIC	4/10/1962	*Giddings & Lewis Machine Tools, Inc.*
799,488	NUMERICENTER	11/30/1965	*Giddings & Lewis Machine Tools, Inc.*
867,493	NUMERICENTER	4/1/1969	*Giddings & Lewis Machine Tools, Inc.*
905,093	MODU-LINE	12/29/1970	*Giddings & Lewis Machine Tools, Inc.*
1,531,640	TITAN (stylized)	3/28/1989	*Giddings & Lewis Machine Tools, Inc.*
1,824,113	SMARTTURN	3/1/1994	*Giddings & Lewis Machine Tools, Inc.*
1,923,323	ORION	10/3/1995	*Giddings & Lewis Machine Tools, Inc.*
2,151,147	HEXACENTER	4/14/1998	*Giddings & Lewis Machine Tools, Inc.*

bos-fs1\180577v01