

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Grant of Second Priority Security Interest																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>The Gleason Works</td> <td></td> <td>06/30/2006</td> <td>CORPORATION: NEW YORK</td> </tr> <tr> <td>Gleason Cutting Tools Corporation</td> <td></td> <td>06/30/2006</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Gleason-M&M Precision Systems Corporation</td> <td></td> <td>06/30/2006</td> <td>CORPORATION: OHIO</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	The Gleason Works		06/30/2006	CORPORATION: NEW YORK	Gleason Cutting Tools Corporation		06/30/2006	CORPORATION: DELAWARE	Gleason-M&M Precision Systems Corporation		06/30/2006	CORPORATION: OHIO	
Name	Formerly	Execution Date	Entity Type														
The Gleason Works		06/30/2006	CORPORATION: NEW YORK														
Gleason Cutting Tools Corporation		06/30/2006	CORPORATION: DELAWARE														
Gleason-M&M Precision Systems Corporation		06/30/2006	CORPORATION: OHIO														
RECEIVING PARTY DATA																	
Name:	UBS AG, Stamford Branch, as Collateral Agent																
Street Address:	677 Washington Boulevard																
City:	Stamford																
State/Country:	CONNECTICUT																
Postal Code:	06901																
Entity Type:	CORPORATION:																
PROPERTY NUMBERS Total: 48																	
Property Type	Number	Word Mark															
Registration Number:	2959638	SPHERIC															
Registration Number:	2951630	ULTAC															
Registration Number:	2649000	TURBO TESTER															
Registration Number:	2638617	TURBO LAPPER															
Registration Number:	2515840	POWER DRY CUTTING															
Registration Number:	2497249	POWER CUTTING															
Registration Number:	2294356	PENTAC															
Registration Number:	1709712	PHOENIX															
Registration Number:	1669155	PHOENIX															
Registration Number:	1644972																
Registration Number:	1518662	ISO-SPAND															
Registration Number:	1500206	TRI-AC															

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TRADEMARK
REEL: 003339 FRAME: 0417

Registration Number:	1418156	HURTH
Registration Number:	1409208	TAN-TRU
Registration Number:	1006230	RSR
Registration Number:	0967473	UNI-SPAND
Registration Number:	0913031	VERS-GRIP
Registration Number:	0912998	HI-SPAND
Registration Number:	0897785	WEDG-AC
Registration Number:	0799085	RIDG-AC
Registration Number:	0714697	TANLINE
Registration Number:	0714696	X-PANDISK
Registration Number:	0682161	HELIXFORM
Registration Number:	0659023	HARDAC
Registration Number:	0624437	CURVIC
Registration Number:	0595495	CONIFLEX
Registration Number:	0533026	SINGLE CYCLE
Registration Number:	0517105	GLEASON
Registration Number:	0512164	GLEASON
Registration Number:	0402346	CURVIC
Registration Number:	0391707	REVEX
Registration Number:	0363196	REVACYCLE
Registration Number:	0355773	ZEROL
Registration Number:	0341301	TOPREM
Registration Number:	0277419	GLEASON
Registration Number:	0277420	GLEASON
Registration Number:	0268260	GLEASON
Registration Number:	2658242	ALNITE
Registration Number:	2600723	CARBONITE
Registration Number:	2534165	WAFER
Registration Number:	2529739	OPTI-GASH
Registration Number:	1555329	THE WAFER CUTTER
Registration Number:	1309659	TINITE
Registration Number:	1010334	K-KUT
Registration Number:	0803403	ISOFORM
Registration Number:	1971846	M&M
Registration Number:	2134483	MM

Registration Number:

2020771

THE METROLOGY & MOTION PEOPLE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038266-0038 (2ND LIEN)

NAME OF SUBMITTER:

Anna T Kwan

Signature:

/Anna T Kwan/

Date:

06/30/2006

Total Attachments: 10

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GRANT OF SECOND PRIORITY SECURITY
INTEREST IN UNITED STATES TRADEMARKS

This GRANT OF SECOND PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated June 30, 2006, is granted by The Gleason Works, a New York corporation, with principal offices at 1000 University Avenue, Rochester, New York 14692, Gleason Cutting Tools Corporation, a Delaware corporation, with principal offices at 1000 University Avenue, Rochester, New York 14692 , and Gleason-M&M Precision Systems Corporation, an Ohio corporation, with principal offices at 300 Progress Road, Dayton, Ohio 45449 (together, the "Assignors"), for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged. Each Assignor does hereby assign and transfer unto the Assignee for the equal and ratable benefit of all of the Secured Creditors, and does hereby separately pledge and grant to the Assignee for the equal and ratable benefit of all of the Secured Creditors, in each case as security for the prompt payment and performance when due of all Obligations, a Lien on and continuing security interest in all of the right, title and interest of such Assignor in, to and under all of Assignor's right, title and interest in and to (i) the trademarks, service marks and/or trade names which any Assignor now owns or hereafter acquires ownership of, including any registration, renewal or application for registration of any trademarks and service marks now held or hereafter acquired by any Assignor, which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or any equivalent foreign office or agency, as well as any unregistered trademarks and service marks used by an Assignor and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Assignor including, without limitation, those set forth on Schedule A attached hereto (the "Marks"), (ii) the goodwill of the business(es) symbolized by the Marks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same and (iv) all Proceeds (as such term is defined in the Security Agreement referred to below) of the foregoing.

In addition, notwithstanding anything to the contrary herein, the foregoing grant of Lien shall not attach to applications filed in the U.S. Patent and Trademark Office to Marks filed on the basis of "intent to use" such Marks if and solely to the extent that any such Lien (and solely during the period in which the Lien) would impair the validity or enforceability of such intent-to-use application under federal law, provided that such Lien shall attach, in any event upon the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed, whereupon such applications shall automatically be subject to the Lien granted herein and deemed included in the Collateral.

This GRANT OF SECOND PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the prompt payment and performance when due of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 30, 2006 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) thereof, the Assignee shall, upon satisfaction of such Obligations, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Grant of Security Interest in the United States Trademarks.

This GRANT OF SECOND PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS has been made in conjunction with the continuing Lien on and second priority (subject to Permitted Liens) security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the Lien on and second priority (subject to Permitted Liens) security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this GRANT OF SECOND PRIORITY SECURITY

INTEREST IN UNITED STATES TRADEMARKS are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECOND
PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS as of the date first
written above.

THE GLEASON WORKS
as Assignor

By: Edward J. Pelta
Name: EDWARD J. PELTA
Title: Vice President,
General Counsel & Secretary

Grant of Second Priority Security Interest in United States Trademarks
(Second Lien)

TRADEMARK
REEL: 003339 FRAME: 0423

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECOND
PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS as of the date first
written above.

GLEASON CUTTING TOOLS CORPORATION
as Assignor

By: Edward J. Pelta
Name: EDWARD J. PELTA
Title: Vice President & Secretary

Grant of Second Priority Security Interest in United States Trademarks
(Second Lien)

TRADEMARK
REEL: 003339 FRAME: 0424

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECOND
PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS as of the date first
written above.

Gleason-M&M Precision Systems Corporation
as Assignor

By: Edward J. Pelta
Name: Edward J. Pelta
Title: Secretary

Grant of Second Priority Security Interest in United States Trademarks
(Second Lien)

UBS AG, STAMFORD BRANCH
as Collateral Agent and as Assignee

By: 

Name:

Title:

Richard L. Tavrow
Director
Banking Products
Services, US

By: 

Name:

Title:

Irja R. Otsa
Associate Director
Banking Products
Services, US

Grant of Second Priority Security Interest in United States Trademarks
(Second Lien)

TRADEMARK

REEL: 003339 FRAME: 0426

SCHEDULE OF TRADEMARKS
REGISTRATIONS AND APPLICATIONS

THE GLEASON WORKS

Mark	Registration (Application) Number	Registration (Application) Date
SPHERIC	2,959,638	June 7, 2005
ULTAC	2,951,630	September 25, 2003
TURBO TESTER	2,649,000	November 12, 2002
TURBO LAPPER	2,638,617	October 22, 2002
POWER DRY CUTTING	2,515,840	December 4, 2001
POWER CUTTING	2,497,249	October 9, 2001
PENTAC	2,294,356	August 24, 1998
PHOENIX (and design)	1,709,712	August 25, 1992
PHOENIX (stylized letters)	1,669,155	December 24, 1991
(Phoenix design only)	1,644,972	May 21, 1991
ISO-SPAND	1,518,662	January 3, 1989
TRI-AC	1,500,206	August 16, 1988
HURTH	1,418,156	November 25, 1986
TAN-TRU	1,409,208	September 16, 1986
RSR	1,006,230	March 11, 1975
UNI-SPAND	967,473	September 4, 1973
VERS-GRIP	913,031	June 8, 1971
HI-SPAND	912,998	June 8, 1971

WEDG-AC	897,785	September 1, 1970
RIDG-AC	799,085	November 23, 1965
TANLINE	714,697	May 2, 1961
X-PANDISK	714,696	May 2, 1961
HELIXFORM	682,161	July 21, 1959
HARDAC	659,023	March 4, 1958
CURVIC (block letters)	624,437	April 3, 1956
CONIFLEX (block letters)	595,495	September 21, 1954
SINGLE CYCLE	533,026	November 7, 1950
GLEASON (and design)	517,105	November 1, 1949
GLEASON (and design)	512,164	July 12, 1949
CURVIC	402,346	July 13, 1943
REVEX	391,707	November 18, 1941
REVACYCLE	363,196	December 13, 1938
ZEROL (stylized letters)	355,773	March 29, 1938
TOPREM	341,301	December 1, 1936
GLEASON	277,419	November 11, 1930
GLEASON	277,420	November 11, 1930
GLEASON	268,260	March 11, 1930

GLEASON CUTTING TOOLS CORPORATION

Mark	Registration (Application) Number	Registration (Application) Date
ALNITE	2,658,242	December 10, 2002
CARBONITE	2,600,723	July 30, 2002
WAFER	2,534,165	January 29, 2002
OPTI-GASH	2,529,739	January 15, 2002
THE WAFER CUTTER	1,555,329	September 5, 1989
TINITE	1,309,659	December 18, 1984
K-KUT	1,010,334	May 13, 1975
ISOFORM	803,403	January 8, 1966

GLEASON-M&M PRECISION SYSTEMS CORPORATION

M&M (word)	1971846	April 30, 1996
M&M (design)	2134483	February 3, 1998
THE METROLODY & MOTION PEOPLE	2020771	December 3, 1996