

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
Superior Metalworking Systems, LLC		07/17/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Marquette Business Credit, Inc., assignee of Guaranty Business Credit Corporation		
Street Address:	333 S. Grand Ave., Suite 1650		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2315141	SMW	
Registration Number:	2204669	SMW SYSTEMS	
Registration Number:	2046892	SMW	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton, LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	13EB-126514		

CH \$90.00 2315141

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	12/06/2006

Total Attachments: 18

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2006 is entered into by and between SUPERIOR METALWORKING SYSTEMS, LLC, a California limited liability company ("Debtor"), having an office at 30222 Esperanza, Rancho Santa Margarita, California 92688, and GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation ("Secured Party"), having an office at 333 South Grand Ave., Suite 1650, Los Angeles, California 90071, with reference to the following facts:

RECITALS

A. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof.

B. Secured Party has agreed to enter into financing arrangements with Debtor and ATS Workholding, Inc, a California corporation, pursuant to a Loan and Security Agreement dated as of July 17, 2006 (as the same may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents"), and Debtor and Secured Party desire to enter into this Agreement, by which Debtor shall secure the payment and performance of its obligations to Secured Party under the Loan Agreement by granting Secured Party a security interest in the Collateral described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (collectively, the "Trademarks");

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(c) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any United States patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

(a) All of the existing potential and registered Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the registered Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications, except where such Collateral is not material to Debtor's business. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Encumbrances (as defined in the Loan Agreement).

(b) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, or grant an exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

(c) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to have this Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(d) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party two (2) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

(e) Secured Party may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

(f) As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

(g) Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein every calendar quarter. Upon the reasonable request of Secured Party, Debtor shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be reasonably requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

(h) Debtor has not abandoned any of the registered Trademarks or Patents material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the registered Trademarks or Patents material to the conduct of the business may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording material to the conduct of the business may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

4. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3(d) hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its reasonable discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

(f) In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Agreement, this Agreement, the other Loan Documents or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: SUPERIOR METALWORKING SYSTEMS, LLC
c/o ATS WORKHOLDING, INC.
30222 Esperanza
Rancho Santa Margarita, CA 92688
Attn: William Murphy
Chairman

If to Secured Party: GUARANTY BUSINESS CREDIT
CORPORATION
333 South Grand Avenue, Suite 1650
Los Angeles, California 90071
Attn: Portfolio Manager

(c) In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(d) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision

hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) The security interest granted to Secured Party shall terminate upon termination of the Loan Agreement and indefeasible payment in full to Secured Party of all Obligations thereunder.

(g) THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

(h) THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NONJURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

SUPERIOR METALWORKING
SYSTEMS, LLC,
a California limited liability company

By: ATS WORKHOLDING, INC., a
California corporation
Its: Sole Member and Manager

By: William Murphy
Name: William Murphy
Title: President & CEO

SECURED PARTY:

GUARANTY BUSINESS CREDIT
CORPORATION,
a Delaware corporation

By: Talridge Tatum
Name: Talridge Tatum
Title: Vice President - Underwriter

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

See Attached.

Trademark	Reg. Number	Date Registered	Affidavit of use required	Renewal required	Comments	Actions
Old "Flying S" logo	1,254,348	10/18/83		10/18/03	Not used, let Trademark die.	Returned application to Jennifer 4/28/04. Signed doc 6/1/04.
SMW Systems Logo w/o S M W	2,204,669 2,078,662	11/24/98 7/15/97	11/24/03 7/15/02	11/24/08 7/15/07	Must maintain Not used, let Trademark die.	Use docs and photos sent to Majestic 10/24/02 \$68 invoiced 9/25/03; \$892 Inv. 10/15/03. Incontestable status approved 10/21/03. \$90 invoiced 9/25/03. Affidavit of continuing use filed 1/8/06.
S M W (letters only)	2,046,892	3/25/97	3/25/02	3/25/07	Must maintain	
Logo with SMW	2,315,141	2/8/00	2/8/05	2/8/10	Must maintain	
Omnirest	1,288,905	3/6/84	3/6/89 not done	3/6/04	Lost prior to '91 due to no use of mark actually on the product. In '91 we started to reapply then we abandoned it. We still use this name and will continue.	
Omnibar (USA)	1,284,012	1/17/84	1/17/89	1/17/04	Dead product, let Trademark die.	
Omnibar (Canada)	298,493	12/28/84		12/28/99	"	
Omnibar (Mexico)	291,879	8/25/83		3/3/88	"	
Workswitcher Setupswitcher	1,781,022	3/30/93	done 1999	3/30/03	Name no longer used. Let Trademark die. Nothing done. We currently use this name.	
Ultimate CNC Chuck					Nothing done, attorney says probably difficult to get. CNC Chuck is too generic. They suggest maybe just Ultimate could be trademarked. Currently we use the name "Ultimate Chuck" having dropped the "CNC" part of the name.	
Bigmouth AccuRock					Nothing done, attorney says we could probably get a trademark. Nothing done. Probably could be trademarked.	

LAW OFFICES OF
MAJESTIC, PARSONS, SIEBERT & HSUE

A PROFESSIONAL CORPORATION
FOUR EMBARCADERO CENTER, SUITE 1100
SAN FRANCISCO, CALIFORNIA 94111
TELEPHONE (415) 362-5556
TELECOPY (415) 362-5418

SILICON VALLEY OFFICE:
SANTA CLARA, CALIFORNIA

INTELLECTUAL PROPERTY LAW:
PATENTS, TRADEMARKS, COPYRIGHTS,
TRADE SECRETS, AND UNFAIR COMPETITION

April 24, 1997

Just to the letter SH

Mr. Scott Looney
SMW SYSTEMS, INC.
9828 South Arlee Avenue
Santa Fe Springs, California 90670

Re: U.S. Trademark Registration No. 2,046,892
For: "SMW"
Our File: 1313.023US0

Dear Scott:

I am pleased to report that the referenced trademark is now registered. The Official Certificate of Registration No. 2,046,892 dated March 25, 1997, is enclosed. As this Registration is the original certificate, it should be kept with other important company documents for safekeeping.

An affidavit showing that this mark is still in use should be filed between the fifth and sixth year after the registration date, or between March 25, 2002 and March 25, 2003. This affidavit is necessary to keep the registration in effect and to secure the complete benefits of the 1946 Trademark Act. In addition, the registration becomes due for renewal ten years after the issue date, or on March 25, 2007. We will endeavor to give timely reminders of all steps necessary to the maintenance of this trademark registration; however, we do not assume responsibility for maintaining this registration without your instructions when the future due dates occur.

In order to obtain damages from an infringer of your trademark, one of the following markings should be placed on or near the mark wherever it appears:

- 1) Registered in U.S. Patent and Trademark Office
- 2) Reg. U.S. Pat. & Tm. Off.
- 3) R enclosed within a circle: ®

Int. Cls.: 7 and 9

Prior U.S. Cls.: 13, 19, 21, 23, 26, 31, 34, 35, 36
and 38

Reg. No. 2,046,892

United States Patent and Trademark Office

Registered Mar. 25, 1997

**TRADEMARK
PRINCIPAL REGISTER**

SMW

SUPERIOR METALWORKING SYSTEMS, INC.
(CALIFORNIA CORPORATION), DBA SMW
SYSTEMS, INC.
9828 SOUTH ARLEE AVENUE
SANTA FE SPRINGS, CA 90670

FOR: MACHINE TOOL PARTS, NAMELY
BAR FEEDERS AND PALLET CHANGERS, IN
CLASS 7 (U.S. CLS. 13, 19, 21, 23, 31, 34 AND 35).
FIRST USE 2-0-1982; IN COMMERCE
2-0-1982.

FOR: MACHINE TOOL PARTS, NAMELY
ROTARY INDEX TABLES TO INSURE ACCU-
RATE POSITIONING DURING MACHINING,
IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).
FIRST USE 9-0-1984; IN COMMERCE
9-0-1984.

SER. NO. 74-444,178, FILED 10-5-1993.

J. CHILDRESS, EXAMINING ATTORNEY

LAW OFFICES OF
MAJESTIC, PARSONS, SIEBERT & HSUE

A PROFESSIONAL CORPORATION

FOUR EMBARCADERO CENTER, SUITE 1100
SAN FRANCISCO, CALIFORNIA 94111-4106

TELEPHONE (415) 248-5500

FACSIMILE (415) 362-5418

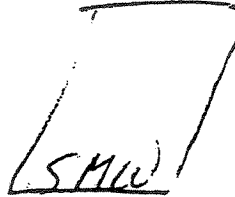
www.mpsh.com

SILICON VALLEY OFFICE:
SANTA CLARA, CALIFORNIA

INTELLECTUAL PROPERTY LAW:
PATENTS, TRADEMARKS, COPYRIGHTS,
TRADE SECRETS, AND UNFAIR COMPETITION

February 28, 2000

Mr. Scott M. Looney
SMW Systems, Inc.
9828 South Arlee Avenue
Santa Fe Springs, California 90670



Re: U.S. Trademark Registration No. 2,315,141
For: "SMW IN BOX DESIGN"
Our File: 1313.026US1

Dear Scott:

I am pleased to report that the referenced trademark is now registered. The Official Certificate of Registration No. 2,315,141, dated February 8, 2000, is enclosed. As this Registration is the original certificate, it should be kept with other important company documents for safekeeping.

An affidavit showing that this mark is still in use must be filed between the fifth and sixth year after the registration date, or between February 8, 2005 and February 8, 2006. This affidavit is necessary to keep the registration in effect and to secure the complete benefits of the 1946 Trademark Act. In addition, the registration becomes due for renewal ten years after the issue date, or on February 8, 2010 at which time, and with each successive ten-year renewal, an affidavit showing use must also be filed. We will endeavor to give timely reminders of all steps necessary to the maintenance of this trademark registration; however, we do not assume responsibility for maintaining this registration without your instructions when the future due dates occur.

In order to obtain damages from an infringer of your trademark, one of the following markings should be placed on or near the mark wherever it appears:

- 1) Registered in U.S. Patent and Trademark Office
- 2) Reg. U.S. Pat. & Tm. Off.
- 3) R enclosed within a circle: ®

Int. Cls.: 7 and 9

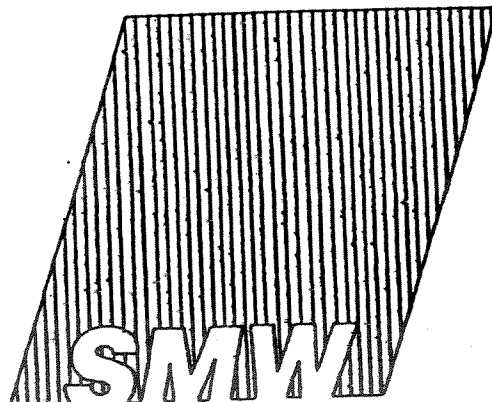
Prior U.S. Cls.: 13, 19, 21, 23, 26, 31, 34, 35, 36
and 38

Reg. No. 2,315,141

United States Patent and Trademark Office

Registered Feb. 8, 2000

**TRADEMARK
PRINCIPAL REGISTER**



SUPERIOR METALWORKING SYSTEMS, INC.
(CALIFORNIA CORPORATION), DBA SMW
SYSTEMS, INC.
9828 SOUTH ARLEE AVENUE
SANTA FE SPRINGS, CA 90670

FOR: MACHINE TOOL ACCESSORIES,
NAMELY BAR FEEDERS, PALLET CHANG-
ERS AND SETUP SWITCHERS, IN CLASS 7
(U.S. CLS. 13, 19, 21, 23, 31, 34 AND 35).

FIRST USE 7-0-1984; IN COMMERCE
8-0-1984.

FOR: MACHINE TOOL ACCESSORIES,
NAMELY ROTARY INDEX TABLES TO

ENSURE ACCURATE POSITIONING DURING
MACHINING, AND ELECTRICALLY DRIVEN
CONTROLLERS, IN CLASS 9 (U.S. CLS. 21, 23,
26, 36 AND 38).

FIRST USE 7-0-1984; IN COMMERCE
8-0-1984.

THE MARK IS LINED FOR THE COLOR
RED.

SER. NO. 75-032,032, FILED 12-13-1995.

CINDY GREENBAUM, EXAMINING ATTOR-
NEY

LAW OFFICES OF
MAJESTIC, PARSONS, SIEBERT & HSUE

A PROFESSIONAL CORPORATION

FOUR EMBARCADERO CENTER, SUITE 1100
SAN FRANCISCO, CALIFORNIA 94111-4106

TELEPHONE (415) 248-5500
TELECOPY (415) 362-5418

SILICON VALLEY OFFICE:
SANTA CLARA, CALIFORNIA

INTELLECTUAL PROPERTY LAW:
PATENTS, TRADEMARKS, COPYRIGHTS,
TRADE SECRETS, AND UNFAIR COMPETITION

December 9, 1998

Mr. Scott M. Looney
SMW Systems, Inc.
9828 South Arlee Avenue
Santa Fe Springs, California 90670

SMW SYSTEMS

Re: U.S. Trademark Registration No. 2,204,669
For: "SMW SYSTEMS"
Our File: 1313.024US0

Dear Scott:

I am pleased to report that the referenced trademark is now registered. The Official Certificate of Registration No. 2,204,669, dated November 24, 1998, is enclosed. As this Registration is the original certificate, it should be kept with other important company documents for safekeeping.

An affidavit showing that this mark is still in use should be filed between the fifth and sixth year after the registration date, or between November 24, 2003 and November 24, 2004. This affidavit is necessary to keep the registration in effect and to secure the complete benefits of the 1946 Trademark Act. In addition, the registration becomes due for renewal ten years after the issue date, or on November 24, 2008. We will endeavor to give timely reminders of all steps necessary to the maintenance of this trademark registration; however, we do not assume responsibility for maintaining this registration without your instructions when the future due dates occur.

In order to obtain damages from an infringer of your trademark, one of the following markings should be placed on or near the mark wherever it appears:

- 1) Registered in U.S. Patent and Trademark Office
- 2) Reg. U.S. Pat. & Tm. Off.
- 3) R enclosed within a circle: ®

Please acknowledge your receipt of this document by signing and returning the duplicate copy of this letter in the envelope provided.

Sincerely,

MAJESTIC, PARSONS, SIEBERT & HSUE P.C.


Martin F. Majestic

MM:cm

Enclosures

RECEIVED By: 

Date: 12-14-98

Int. Cls.: 7 and 9

Prior U.S. Cls.: 13, 19, 21, 23, 26, 31, 34, 35, 36
and 38

Reg. No. 2,204,669

United States Patent and Trademark Office

Registered Nov. 24, 1998

**TRADEMARK
PRINCIPAL REGISTER**

SMW SYSTEMS

SUPERIOR METALWORKING SYSTEMS, IN.
(CALIFORNIA CORPORATION), DBA SMW
SYSTEMS, INC.
9828 SOUTH ARLEE AVENUE
SANTA FE SPRINGS, CA 90670

FOR: MACHINE TOOL PARTS, NAMELY,
BAR FEEDERS AND PALLET CHANGERS, IN
CLASS 7 (U.S. CLS. 13, 19, 21, 23, 31, 34 AND 35).

FIRST USE 10-0-1973; IN COMMERCE
10-0-1973.

FOR: MACHINE TOOL PARTS, NAMELY,
ROTARY INDEX TABLES TO ENSURE ACCU-

RATE POSITIONING DURING MACHINING,
IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 10-0-1973; IN COMMERCE
10-0-1973.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SYSTEMS", APART FROM
THE MARK AS SHOWN.

SER. NO. 74-587,760, FILED 10-20-1994.

CINDY GREENBAUM, EXAMINING ATTOR-
NEY

LAW OFFICES OF
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SILICON VALLEY OFFICE:
SANTA CLARA, CALIFORNIA

INTELLECTUAL PROPERTY LAW:
PATENTS, TRADEMARKS, COPYRIGHTS,
TRADE SECRETS, AND UNFAIR COMPETITION

September 30, 1997

Mr. Scott M. Looney
Operations Manager
SMW Systems, Inc.
9828 South Arlee Avenue
Santa Fe Springs, CA 90670

Re: U.S. Trademark Registration
No. 2,078,562 for BOX DESIGN ONLY (from serial no. 75/024,514)
Our File: 1313.027USO

Dear Scott:

I am pleased to report that the referenced trademark is now registered. The Official Certificate of Registration No. 2,078,562, dated July 15, 1997, is enclosed. As this Registration is the original certificate, it should be kept with other important company documents for safekeeping.

An affidavit showing that this mark is still in use should be filed between the fifth and sixth year after the registration date, or between JULY 15, 2002 and JULY 15, 2003. This affidavit is necessary to keep the registration in effect and to secure the complete benefits of the 1946 Trademark Act. In addition, the registration becomes due for renewal ten years after the issue date, or on JULY 15, 2007. We will endeavor to give timely reminders of all steps necessary to the maintenance of this trademark registration; however, we do not assume responsibility for maintaining this registration without your instructions when the future due dates occur.

In order to obtain damages from an infringer of your trademark, one of the following markings should be placed on or near the mark wherever it appears:

- 1) Registered in U.S. Patent and Trademark Office
- 2) Reg. U.S. Pat. & Tm. Off.
- 3) R enclosed within a circle: ®

*We did not renew this
in 2003
AB 5/03
[Handwritten box]
[Handwritten signature]
[Handwritten signature]*

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

None.

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

None.