

Re
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TRADEMARK ASSIGNMENT

07-24-2007

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

After-Acquired Trademark Security Agreement to the Grant of the First Priority Security Interest (First Supplemental Filing)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Gleason Works		07/03/2007	CORPORATION: NEW YORK
Gleason Cutting Tools Corporation		07/03/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss Banking Corporation:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3247390	QUIK-FLEX
Registration Number:	3244899	SUPERI-AC
Registration Number:	3243469	GLEASON
Registration Number:	3243465	GLEASON
Registration Number:	3242426	GLEASON
Registration Number:	3178603	GENESIS
Registration Number:	3178626	GENESIS
Serial Number:	77085320	LECOUNT
Serial Number:	77085364	LECOUNT
Serial Number:	77085386	
Serial Number:	78954087	ALCRONITE

OP \$290.00 03247390

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

NAME OF SUBMITTER:

Anna T Kwan

Signature:

/Anna T Kwan/

Date:

07/03/2007

Total Attachments: 6

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
TO THE GRANT OF FIRST PRIORITY SECURITY
INTEREST IN UNITED STATES TRADEMARKS

(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT TO THE GRANT OF FIRST PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS (FIRST SUPPLEMENTAL FILING), dated July 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Trademark Security Agreement"), is granted by The Gleason Works, a New York corporation, with principal offices at 1000 University Avenue, Rochester, New York 14692 and Gleason Cutting Tools Corporation, a Delaware corporation, with principal offices at 1000 University Avenue, Rochester, New York 14692 (together, the "Assignors") in favor of UBS AG, Stamford Branch, as Collateral Agent, with principal offices at 677 Washington Boulevard Stamford, Connecticut 06901 (the "Assignee"), for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged.

Assignors entered into a Credit Agreement, dated as of June 30, 2006, with the Assignee. Under the terms of the Credit Agreement, the Assignors granted a security interest in certain property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Assignors to the Assignee for the ratable benefit of the Secured Creditors, and has agreed as a condition thereof to execute this First Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office. The Grant of First Priority Security Interest in United States Trademarks was recorded against certain United States Trademark Applications and Registrations at Reel/Frame No. 3339/0404.

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 FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT 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 FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT has been made in conjunction with the continuing Lien on and first 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 first 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 FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this AFTER-ACQUIRED
TRADEMARK SECURITY AGREEMENT TO THE GRANT OF FIRST PRIORITY
SECURITY INTEREST IN UNITED STATES TRADEMARKS (FIRST SUPPLEMENTAL
FILING) as of the date first written above.

THE GLEASON WORKS, as Assignor

By John W. Pyssack
Name: John W. Pyssack
Title: Vice President, Finance and Treasurer

GLEASON CUTTING TOOLS
CORPORATION, as Assignor

By Edward J. Pelts
Name: Edward J. Pelts
Title: Vice President and Secretary

After-Acquired Trademark Security Agreement to the Grant of
First Priority Security Interest in United States Trademarks
(FIRST SUPPLEMENTAL FILING)

**UBS AG, STAMFORD BRANCH,
as Collateral Agent and as Assignee**

By 
Name: Mary E. Evans
Title: Associate Director

By 
Name: David B. Julie
Title: Associate Director

After-Acquired Trademark Security Agreement to the Grant of
First Priority Security Interest in United States Trademarks
(FIRST SUPPLEMENTAL FILING)

SCHEDULE A**REGISTRATIONS AND APPLICATIONS****THE GLEASON WORKS**

Mark	Registration (Application) Number	Registration (Application) Date
QUIK-FLEX	3247390	May 29, 2007
SUPERI-AC	3244899	May 22, 2007
GLEASON	3243469	May 22, 2007
GLEASON	3243465	May 22, 2007
GLEASON	3242426	May 15, 2007
Genesis(word)	3178603	November 28, 2006
Genesis (stylized)	3178626	November 28, 2006
LECOUNT (word)	77085320	January 18, 2007
LECOUNT (word + design)	77085364	January 18, 2007
LECOUNT (design)	77085386	January 18, 2007

GLEASON CUTTING TOOLS CORPORATION

Mark	Registration (Application) Number	Registration (Application) Date
AlCroNite	78954087	August 17, 2006