

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
Schenck AccuRate, Inc.		01/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dresdner Bank AG, Niederlassung Luxemburg		
Street Address:	26, rue du Marche-aux-Herbes		
Internal Address:	1728 Luxembourg		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1263966	ACCURATE	
Registration Number:	3293891	ACCURATE	
Registration Number:	2355090	MECHATRON	
Registration Number:	2739438	SACMASTER	
Serial Number:	77010367	SCHENCKACCURATE	
CORRESPONDENCE DATA			
Fax Number:	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4159831784		
Email:	ariana.gallisa@pillsburylaw.com		
Correspondent Name:	Ariana Gallisa		
Address Line 1:	50 Fremont St.		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	509045/0000052		

CH \$140.00 1263966

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Ariana Gallisa
Signature:	/Ariana Gallisa/
Date:	01/31/2008

Total Attachments: 7

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EXECUTION COPY

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Grant of Security Interest in Trademark Rights, dated January 29, 2008 is between **SCHENCK ACCURATE, INC.** and **STOCK EQUIPMENT COMPANY INC.**, each a Delaware corporation, (each a "**Security Provider**", collectively "**Security Providers**") and **DRESDNER BANK AG, NIEDERLASSUNG LUXEMBURG**, a corporation duly organized under and pursuant to the laws of Luxembourg (the "**Security Agent**").

WHEREAS the Security Providers own certain rights in material trademarks (the "**Trademarks**" and "**Trademark Rights**") as specifically defined in the attached Schedule A;

WHEREAS the Security Providers and the Security Agent are parties to a security agreement dated as even date herewith (the "**Security Agreement**") and all ancillary documents entered into in connection with such Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "**Loan Agreement**");

WHEREAS pursuant to the terms of the Loan Agreement, the Security Providers have granted to the Security Agent a security interest in and to all of the Security Providers' right, title and interest in and to the Trademarks whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, to secure the obligations under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises contained herein, the Security Providers agree with the Security Agent as follows:

To secure the complete and timely satisfaction of its obligations under the Loan Agreement, the Security Providers hereby grant and convey to the Security Agent a continuing security interest in and lien on all of the Security Providers' right, title and interest in and to all Trademark Rights listed on Schedule A hereto (as may be amended from time to time) and the proceeds thereof (such as, by way of example, license royalties and proceeds of infringements, all rights corresponding thereto throughout the world) and all reissues, divisions, continuations, reexaminations, substitutions, renewals, extensions and continuations-in-part thereof, all foreign applications claiming priority to any such applications or trademarks, inclusively, and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Madrid Protocol. The Security Agent is authorized to file this Agreement with the United States Trademark and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Agreement.

The Security Providers hereby covenant and warrant to the Security Agent, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Agreement, the Security Providers are the sole and lawful owner of the entire right, title, and interest in and to the Trademark Rights free and clear of any liens or encumbrances, and that the Security Providers have good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

The Security Providers further covenant and agree to assist the Security Agent, its successors, legal representatives, and assigns to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to perfect and record the security interest contemplated herein and to assist the Security Agent with the procurement, maintenance,

enforcement and defense of the Trademark Rights without charge to the Security Agent, its successors, legal representatives, and assigns, but at the cost and expense of the Security Agent, its successors, legal representatives, and assigns.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 29th
of January, 2008.

SECURITY PROVIDERS:

SCHENCK ACCURATE, INC.

By: Dirk Maroske

Name: Dirk Maroske

Title: President

STOCK EQUIPMENT COMPANY INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 29th
of January, 2008.

SECURITY PROVIDERS:

SCHENCK ACCURATE, INC.

By: _____

Name: _____

Title: _____

STOCK EQUIPMENT COMPANY INC.

By: William E. Downs

Name: William E. Downs

Title: President

SECURITY AGENT:

DRESDNER BANK AG, NIEDERLASSUNG
LUXEMBURG

By: *[Signature]*

Name: Daniel Gebler Aileen Gormley

Title: Vice President Associa^t

Date: 28/01/2008

Attachment - Schedule of Trademark Rights

Schenck AccuRate, Inc. Material Trademarks:

Country	Trademark	Serial No.	Registration No.	Registration Date
United States	AccuRate design	73/391461	1,263,966	17-Jan-1984
United States	ACCURATE	78871521	3293891	18-Sept-2007
United States	MECHATRON	75/702038	2,355,090	6-Jun-2000
United States	SACMASTER	75/943386	2,739,438	22-Jul-2003
United States	SCHENCKACCURATE	77/010367	N/A	N/A
Australia	ACCURATE & design	595248	595248	6 March 1995
Benelux	ACCU-RATE	0665617	0399050	10 October 1992
Canada	ACCURATE	0534251	TMA 309454	20 December 1985
France	ACCURATE	05 3385164	05 3385164	23 October 1984
Germany	ACCURATE & Design	M 58195	M 58195	18 November 1986
UK	ACCURATE & Design	1217843	1217843	20 January 1993
Italy	ACCU-RATE	MI/2006/437	MI/2006/437	20 August 1992
Japan	ACCURATE & Design	S61-059360	2153701	31 July 1989
Korean	ACCURATE & Design	5620050008778	4003172070000	14 July 1995
Singapore	ACCURATE & Design	T9300781A	T9300781A	5 June 1998
Spain	ACCURATE	1068754 M8	1068754 M8	16 July 1987
Switzerland	ACCURATE & Design	2373/1984	P-338254	4 May 1984
Taiwan	ACCURATE & Design			1 April 1994

Stock Equipment Company, Inc. Material Trademarks:

Country	Trademark	Serial No.	Registration No.	Registration Date
United States	STOCK -stylized	75/014,750	2,033,593	28-Jan-1997
United States	STOCK	73/735,666	1,569,247	5-Dec-1989
Australia	REDLER	90570	A90570	19-Mar-1947
Australia	REDLER	1006155	1006155	10-Jun-2004
Australia	STOCK	797606	797606	17-Jun-1999
Austria	REDLER	4780/51	25448	15-Jan-1952
China	REDLER	IR 0736125	IR 0736125	23-Feb-2001
China	STOCK	790598	790598	14-Nov-1995
Czech Republic	REDLER	8675	97581	11-Mar-1947
Denmark	REDLER	VA 194700580	VR 000701 1947	7-Jun-1947
European Union	REDLER	3353133	3353133	2-Jun-2005
European Union	STOCK	3221678	3221678	18-Aug-2004
Finland	REDLER	1951101873	25289	11-Mar-1952
France	REDLER	INPI 924067	N 1463104	30-Apr-1998
Germany	REDLER	R42846	464369	19-Mar-1934
Germany	REDLER	DDW 38402	629994 DD	14-Dec-1961
Hungary	REDLER	736125	736125	29-May-2000
International	REDLER	736125	736125	29-May-2000
Ireland	REDLER	43966B	43966B	31-Jan-1990
		Previous Application No. 20875		
Japan	REDLER	23763/84	1890956	5-Dec-1997
South Korea	REDLER	40-1990-0036313	4002475630000	20-Aug-1992
Norway	REDLER	41955	35102	11-Mar-1947

Poland	REDLER	Z-132385	R-96376	19-Jun-1997
Portugal	REDLER	148908	MNA 148908 MNA	14-May-1948
		Previous Application No. 66058		
Slovak Republic	REDLER	8675	97581	11-Mar-1947
Spain	REDLER	201599 M	201599 M	13-Dec-1948
Sweden	REDLER	38-019	51108	12-Dec-1938
Switzerland	REDLER	81927	403636	21-Sep-1993
Switzerland	REDLER	1235/2000	472818	29-May-2000
United Kingdom	REDLER	855928	855928	30-Oct-1998
United Kingdom	REDLER	855931	855931	30-Oct-1998
United Kingdom	REDLER	815851	815851	11-Jan-1996
United Kingdom	REDLER	2226506	2226506	16-Feb-2001
United Kingdom	REDLER	514695	514695	18-Jul-2000
United Kingdom	REDLER	524963	524963	13-Aug-1987