

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hardinge, Inc.		06/13/2008	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 South Dearborn Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 49**

Property Type	Number	Word Mark
Registration Number:	2862838	TALENT
Registration Number:	2881113	HYDROGLIDE
Registration Number:	2774036	ELITE
Registration Number:	2668689	LEADER BY DESIGN
Registration Number:	2492633	KEL-VISTA
Registration Number:	2587727	
Registration Number:	2451904	QUEST
Registration Number:	2562161	
Registration Number:	2356062	TWINTURN
Registration Number:	2207179	KEL-VARIA
Registration Number:	2207121	KEL-VISION
Registration Number:	2231733	KELLENBERGER
Registration Number:	2209431	COBRA
Registration Number:	2289167	SUPER-PRECISION

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Registration Number:	2263899	SURE-GRIP
Registration Number:	2015567	CONQUEST
Registration Number:	1921498	SURE-GRIP
Registration Number:	1848983	AUTOLOAD
Registration Number:	1742918	BRIDGEPORT
Registration Number:	1782411	HQC
Registration Number:	1616425	HARCRETE
Registration Number:	1569282	CONQUEST
Registration Number:	1553488	HAR-MATIC
Registration Number:	1534250	HARDINGE
Registration Number:	1451786	CHNC
Registration Number:	1250969	HLV
Registration Number:	1089575	VARI-GRIP
Registration Number:	1062090	SUPER-PRECISION
Registration Number:	0681116	QUILL MASTER
Registration Number:	0672452	BRIDGEPORT
Registration Number:	0514077	HARDINGE
Registration Number:	0589432	HARDINGE
Serial Number:	77378121	H HARDINGE GROUP
Serial Number:	77378117	H HARDINGE GROUP
Serial Number:	77308634	5C2ROTARYINDEXER
Serial Number:	77308627	FLEXC2
Serial Number:	77308612	25C2
Serial Number:	77308605	16C2
Serial Number:	77308594	5C2
Serial Number:	77308586	3C2
Serial Number:	77308580	1C2
Serial Number:	77308570	FUTUREFLEXC2
Serial Number:	77177729	H KELLENBERGER
Serial Number:	77177714	H TSCHUDIN
Serial Number:	77177694	H TRIPET
Serial Number:	77177676	H HAUSER
Serial Number:	77177375	H HARDINGE
Serial Number:	77177370	H BRIDGEPORT
Serial Number:	77177367	H

**TRADEMARK**

**REEL: 003798 FRAME: 0094**

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36310
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/18/2008

**Total Attachments: 5**

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CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 13, 2008 by and from HARDINGE INC., a New York corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Hardinge, Inc. (the "Company"), the Swiss Borrower, the Lenders and Grantee have entered into a Credit Agreement dated as of June 13, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Pledge and Security Agreement dated as of June 13, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

HARDINGE INC.

By: Edward J. Gao  
Name: Edward J. Gao  
Title: Chief Financial Officer

STATE OF New York )  
Chenung COUNTY )

On June 11, 2008, before me, Nancy L. Curren Notary Public, personally appeared Edward J. Gao personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

NANCY L. CURREN  
Notary Public, State of New York  
Qualified in Chenung County # 4948271  
Commission Expires November 14, 2010


Nancy L. Curren  
Notary Public, State of New York  
My Commission Expires: 11-14-2010

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Exhibit A










TRADEMARK  
REEL: 003798 FRAME: 0098

TRADEMARKS

NO.	MARK	CLASS	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	TALENT	7	78-275128	7/19/2003	2,862,838	7/13/2004
2.	HYDROGLIDE	7	78-344318	8/12/2003	2,887,113	8/7/2004
3.	ELITE	7	78-366432	3/23/2002	2,774,036	10/14/2003
4.	LEADER BY DESIGN	7	78-349549	12/7/2001	2,668,689	12/31/2002
5.	KEL-VISTA	7	78-167388	11/16/2001	2,492,633	9/25/2001
6.	DESIGN ONLY 	7	78-169857	11/15/2001	2,587,727	7/2/2002
7.	QUEST	7	75-751597	6/16/1999	2,431,968	3/13/2001
8.	DESIGN ONLY 	7	75-634382	2/6/1999	2,563,161	8/16/2002
9.	TWINTURN	7	75-391398	6/12/1998	2,356,862	8/6/2000
10.	KEL-VARIA	7	75-376187	10/20/1997	2,397,139	12/1/1998
11.	KEL-VISION	7	75-368632	10/6/1997	2,397,121	12/1/1998
12.	KELLENBERGER	7	75-368831	10/6/1997	2,231,733	3/18/1999
13.	COBRA	7	75-388873	4/19/1996	2,209,831	12/8/1998
14.	SUPER-PRECISION	7	75-679029	1/26/1996	2,289,167	10/26/1999
15.	SURE-GRIP	7	75-678336	3/20/1996	2,267,899	12/7/1999
16.	CONQUEST	7	75-628199	12/1/1995	2,015,367	11/12/1996
17.	SURE-GRIP	7	75-490861	2/17/1994	1,921,488	8/26/1995
18.	AUTOLOAD	7	74-289298	6/29/1992	1,848,983	8/9/1994
19.	BRIDGEPORT	9	74-268075	3/23/1992	1,742,918	12/18/1993
20.	HQC	7	74-261235	3/31/1992	1,782,411	7/29/1993
21.	HARCRETE	7	73-831555	10/17/1989	1,616,423	10/9/1990
22.	CONQUEST	7	73-797279	9/2/1988	1,368,282	12/8/1989
23.	HAR-MATIE	7	73-715760	1/23/1989	1,351,488	8/29/1989
24.	HARDINGE <i>and Design</i> 	16	73-740907	7/19/1988	1,534,250	4/11/1989
25.	CHNC	7	73-639684	1/14/1987	1,451,786	8/11/1987
26.	RLV	7	73-379222	8/10/1982	1,250,969	9/13/1983
27.	VARI-GRIP	7	73-123324	4/19/1977	1,089,375	4/18/1978
28.	SUPER-PRECISION	7	73-024104	6/13/1974	1,062,090	3/29/1977
29.	QUILL MASTER <i>and Design</i> 	7	72-065352	1/8/1959	681,116	6/30/1959
30.	BRIDGEPORT <i>and Design</i> 	7	72-035978	8/22/1957	672,452	1/13/1959
31.	HARDINGE	7	71-541930	11/21/1947	514077	8/23/1949

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
22.	HARDINGE STYLIZED LETTERS <b>HARDINGE</b>	7	77-387775	5/27/1953	398,432	5-4-1953

TRADEMARK APPLICATIONS

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED
1	H HARDINGE GROUP <i>and Design</i>  HARDINGE	7	77-378121	1/23/2008
2	H HARDINGE GROUP <i>and Design</i>  HARDINGE	7	77-378117	1/23/2008
3	SC2BOTARYINDEXER STYLIZED LETTERS SC2BOTARYINDEXER	7	77-308603	10/19/2007
4	FLEXC2 STYLIZED LETTERS FLEXC <sup>2</sup>	7	77-308627	10/19/2007
5	25C2 STYLIZED LETTERS 25C <sup>2</sup>	7	77-308612	10/19/2007
6	16C2 STYLIZED LETTERS 16C <sup>2</sup>	7	77-308605	10/19/2007
7	5C2 STYLIZED LETTERS 5C <sup>2</sup>	7	77-308594	10/19/2007
8	3C2 STYLIZED LETTERS 3C <sup>2</sup>	7	77-308588	10/19/2007
9	1C2 STYLIZED LETTERS 1C <sup>2</sup>	7	77-308580	10/19/2007
10	FUTUREFLEXC2 STYLIZED LETTERS FUTUREFLEXC <sup>2</sup>	7	77-308570	10/19/2007
11	H KELLENBERGER <i>and Design</i>  KELLENBERGER	7	77-177728	5/10/2007
12	H TSCHUDIN <i>and Design</i>  TSCHUDIN	7	77-177714	5/10/2007
13	H TRIPET <i>and Design</i>  TRIPET	7	77-177694	5/10/2007
14	H HAUSER <i>and Design</i>  HAUSER	7	77-177676	5/10/2007
15	H HARDINGE STYLIZED LETTERS  HARDINGE	7	77-177375	5/10/2007
16	H BRIDGEPORT STYLIZED LETTERS  BRIDGEPORT	7	77-177370	5/10/2007
17	H <i>and Design</i> 	7	77-177367	5/10/2007