



Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
DAVIS	7661-3034/1	71/644552		601287	Registered
	United States of America	01-Apr-1953		25-Jan-1955	25-Jan-2015
Davis and Design	7661-3024/1	296163		154688	Registered
	Canada	04-Apr-1966		02-Dec-1967	22-Dec-2012
Giddings & Lewis	7661-3004/26	618786		618786	Registered
	Australia	15-Dec-1993		12-Jul-1996	15-Dec-2013
Giddings & Lewis	7661-3004/27	618787		618787	Registered
	Australia	15-Dec-1993		12-Jul-1996	15-Dec-2013
Giddings & Lewis	7661-3004/24	AM5974/93		151467	Registered
	Austria	16-Dec-1993		01-Mar-1994	31-Mar-2014
Giddings & Lewis	7661-3004/28	817716823		817716823	Registered
	Brazil	09-Mar-1994		28-Jan-1997	27-Jan-2017
GIDDINGS & LEWIS	7661-3004/23	778567		TMA458594	Registered
	Canada	23-Mar-1995		31-May-1996	31-May-2011

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Giddings & Lewis	7661-3004/25 China (Peoples Republic)	94016526 03-Mar-1994		1204947 07-Sep-1998	Registered 06-Sep-2018
Giddings & Lewis	7661-3004/22 France	937410 28-Jun-1988		1473592 26-Jun-1988	Registered 26-Jun-2018
Giddings & Lewis	7661-3004/21 Germany	G43869/7 Wz 18-Dec-1993		2911450 07-Mar-1996	Registered 31-Dec-2013
Giddings & Lewis	7661-3004/14 India	618629 04-Feb-1994			Pending
Giddings & Lewis	7661-3004/20 Italy	T093C002609 24-Dec-1993		666001	Registered 24-Dec-2013
Giddings & Lewis	7661-3004/18 Japan	33374/1994 01-Apr-1994		4277853 28-May-1999	Registered 28-May-2019
Giddings & Lewis	7661-3004/16 Japan	33375/1994 01-Apr-1994		4177072 14-Aug-1998	Registered 14-Aug-2018
Giddings & Lewis	7661-3004/9 Korea, Republic of	46074/1993 22-Dec-1993		306669 21-Jan-1995	Registered 21-Jan-2015

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Giddings & Lewis	7661-3004/17	46073/1993		326711	Registered
	Korea, Republic of	22-Dec-1993		18-Nov-1995	21-Jan-2015
Giddings & Lewis	7661-3004/15	187707		460495	Registered
	Mexico	11-Jan-1994			11-Jan-2014
Giddings & Lewis	7661-3004/11	187706		474601	Registered
	Mexico	11-Jan-1994			11-Jan-2014
Giddings & Lewis	7661-3004/19	94003718		133152	Registered
	Russian Federation	10-Feb-1994		27-Oct-1995	10-Feb-2014
Giddings & Lewis	7661-3004/2	9960/93		T93/09960J	Registered
	Singapore	20-Dec-1993			20-Dec-2013
Giddings & Lewis	7661-3004/13	9961/93		T93/0996I	Registered
	Singapore	20-Dec-1993			20-Dec-2013
Giddings & Lewis	7661-3004/10	1797502		1797502	Registered
	Spain	31-Dec-1993		05-Oct-1994	31-Dec-2013
Giddings & Lewis	7661-3004/7	1797503		1797503	Registered
	Spain	31-Dec-1993		05-Oct-1994	31-Dec-2013

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Giddings & Lewis	7661-3004/8 Sweden	94-01966 22-Feb-1994		320027 06-Dec-1996	Registered 06-Dec-2016
GIDDINGS & LEWIS	7661-3004/29 Switzerland	12751/93 17-Dec-1993		419196 30-Nov-1995	Registered 17-Dec-2013
Giddings & Lewis	7661-3004/5 Taiwan	83053032 16-Aug-1994		742679 01-Feb-1997	Registered 31-Dec-2016
GIDDINGS & LEWIS	7661-3004/4 United Kingdom		15-Dec-1993	1556670 08-Mar-1996	Registered 15-Dec-2010
GIDDINGS & LEWIS	7661-3004/6 United Kingdom		15-Dec-1993	1556671 16-May-1997	Registered 15-Dec-2010
Giddings & Lewis	7661-3004/1 United States of America	72/008405 16-May-1956		639322 01-Jan-1957	Registered 01-Jan-2017
Giddings & Lewis	7661-3004/3 Wisconsin			02-Sep-1982	Registered 02-Sep-2012

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<b>GISHOLT</b>	7661-3020/1 United States of America	71/014245 03-Nov-1905		56496 02-Oct-1906	Registered 02-Oct- 2016
<b>GL Emblem (design)</b>	7661-3012/2 Russian Federation	90127 26-Oct-1980		69103 22-Jun-1981	Registered 26-Oct- 2010
<b>GRAY</b>	7661-3011/2 France	73905		1344976 31-Mar-1961	Registered 31-Mar- 2016
<b>GRAY</b>	7661-3011/1 United States of America	113012 03-Feb-1961		722550 10-Oct-1961	Registered 10-Oct- 2012
<b>GRAY COMPANY</b>	7661-3005/1 Germany			765691 21-Jul-1961	Registered 31-Jul- 2011
<b>HEXACENTER</b>	7661-3026/5 Canada	0788539 26-Jul-1995		TMA522200 26-Jan-2000	Registered 26-Jan- 2015
<b>KEARNEY &amp; TRECKER</b>	7661-3007/1 Canada	0210021 15-Jan-1951		UCA39138 15-Jan-1951	Registered 15-Jan- 2011

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Kearney & Trecker	7661-3007/2	(72)031230		00241366	Registered
	Taiwan	29-Jul-1983		01-Apr-1984	31-Mar-2014
KT	7661-3006/2	007742		12727228651	To Be ABD
	Brazil	27-Feb-1976		25-Oct-1980	25-Oct-2010
KT	7661-3006/3	007740		0007228643	Registered
	Brazil	07-Apr-1976		25-Oct-1980	24-Oct-2010
KT	7661-3006/5	99104		215424	Registered
	Mexico	26-Mar-1976		13-Jul-1978	26-Mar-2011
KT	7661-3006/4	(72)31229		247066	Registered
	Taiwan	29-Jul-1983		01-Jun-1984	31-May-2014
KT	7661-3006/1	71/449422		394972	Registered
	United States of America	12-Dec-1941		05-May-1942	05-May-2012
KT (logo)	7661-3033/1	954/76		79790	Registered
	Finland	27-Feb-1976		21-Dec-1981	21-Dec-2011

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MILWAUKEE	7661-3008/1 United States of America	71/448562 12-Nov-1941		394865 28-Apr-1942	Registered 28-Apr-2012
MILWAUKEE-MATIC	7661-3022/1 United States of America	72/117880 14-Apr-1961		729704 10-Apr-1962	Registered 10-Apr-2012
MODU-LINE	7661-3023/1 United States of America	335876 21-Aug-1969		905093 29-Dec-1970	Registered 29-Dec-2010
NUMERICENTER	7661-3025/2 United States of America	72/213109 02-Mar-1965		799488 30-Nov-1965	Registered 30-Nov-2015
NUMERIPATH	7661-3028/1 United States of America	72/080086 24-Aug-1959		707505 22-Nov-1960	Registered 22-Nov-2010
NUMERISTATION	7661-3001/1 United States of America	73/563351 15-Oct-1985		1393116 13-May-1986	Registered 13-May-2016
Orion	7661-3029/2 Canada	0598496 07-Jan-1988		TMA362094 03-Nov-1989	Registered 03-Nov-2019



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Orion	7661-3029/1	74/587862		1923323	Registered
	United States of America	20-Oct-1994		03-Oct-1995	03-Oct-2015
RAM630	7661-3018/3	752362		TMA454229	Registered
	Canada	20-Apr-1994		16-Feb-1996	16-Feb-2011
RAM630	7661-3018/2	94051648		822583	Registered
	China (Peoples Republic)	04-Jun-1994		14-Mar-1996	14-Mar-2016
Smartturn (stylized)	7661-3017/1	74/396673		1824113	Registered
	United States of America	01-Jun-1993		01-Mar-1994	01-Mar-2014
THE WARNER & SWASEY COMPANY (design)	7661-3013/1	71/585465		534737	Registered
	United States of America	28-Sep-1949		12-Dec-1950	12-Dec-2010
VARIAX	7661-3003/6	0765876		TMA472214	Registered
	Canada	06-Oct-1994		20-Sep-1995	07-Mar-2012
VARIAX	7661-3003/2	94101402		864157	Registered
	China (Peoples Republic)	06-Oct-1994		21-Aug-1996	21-Aug-2016

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VARIAX	7661-3003/7 France	94539272 07-Oct-1994		94539272 07-Oct-1994	Registered 03-Mar-2016
VARIAX	7661-3003/3 Germany	G45451/7Wz 06-Oct-1994		2912407 20-Nov-1995	Registered 31-Oct-2014
VARIAX	7661-3003/8 Italy	MI94C009054 06-Oct-1994		699561 24-Dec-1996	Registered 06-Oct-2014
VARIAX	7661-3003/10 Japan	102511/1994 07-Oct-1994		3294882 25-Aug-1997	Registered 25-Apr-2017
VARIAX	7661-3003/1 United Kingdom	06-Oct-1994		1589017 22-Mar-1996	Registered 07-Apr-2011
VARIAX	7661-3003/5 United Kingdom	1589017 06-Oct-1994		1589017 22-Mar-1996	Registered 07-Apr-2011
VARIAX	7661-3003/4 United States of America	72/030767 27-May-1957		657107 14-Jan-1958	Registered 14-Jan-2018

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<b>WARNER &amp; SWASEY</b>	7661-3002/4	211935		B211935	Registered
	Australia			21-Jul-1967	21-Jul- 2012
<b>WARNER &amp; SWASEY</b>	7661-3002/1	0009618		56514	Registered
	Benelux	11-Aug-1971			11-Aug- 2016
<b>WARNER &amp; SWASEY</b>	7661-3002/3	0311404		TMA168893	Registered
	Canada	01-Mar-1968		01-May-1970	01-May- 2015
<b>WARNER &amp; SWASEY</b>	7661-3002/6	W19600/23		848933	Registered
	Germany	05-Jul-1967		05-Jul-1967	31-Jul- 2017
<b>WARNER &amp; SWASEY</b>	7661-3002/8	119502/1988		2295810	Registered
	Japan	20-Oct-1988		31-Jan-1991	31-Jan- 2011

[EXECUTION]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated August 3, 2010, is by and between GIDDINGS & LEWIS MACHINE TOOLS, LLC, a Wisconsin limited liability company ("Debtor"), with its chief executive office at 142 Doty Street, Fond du Lac, Wisconsin 54936, and BURDALE CAPITAL FINANCE, INC., a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 300 First Stamford Place, Stamford Connecticut 06902.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the Other Documents (as defined in the Loan Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the Other Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof or any political subdivision thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use

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of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (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 present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include (x) any Excluded Collateral or (y) any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) To Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest granted hereunder, except in each case where the failure to do so could not reasonably be expected to have a Material Adverse Effect. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks including, without limitation, the filing of any renewal affidavits and applications, except in each case where the failure to do so could not reasonably be expected to have a Material Adverse Effect. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the liens, claims, mortgages, assignments, licenses, security interests or encumbrances permitted under the

Loan Agreement or any Other Document, and (iii) the licenses permitted under Section 3(d) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent 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 Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the Closing Date, to its knowledge Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder. Except for acts taken pursuant to the Agent's exercise of the rights and remedies granted to Agent hereunder, no act shall be taken by the Agent or its officers as Debtor's attorney pursuant to the Special Power of Attorney described in the preceding sentence.

(f) Agent may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record 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, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand and shall be part of the Obligations secured hereby.

(g) Debtor shall notify Agent, simultaneously with the delivery of the financial statements referred to in Section 9.8 of the Loan Agreement, of the filing of any application during such period for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof or any political subdivision thereof. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent

and Trademark Office or in any similar office or agency in the United States of America, any State thereof or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, or any State thereof or political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Agent to evidence the security interest in such Trademark in favor of Agent.

(h) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Trademark if (A)(i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark is not otherwise material to the business of Debtor or any of its subsidiaries, or (iii) such Trademark has little or no value, and (B) no Event of Default shall have occurred and be continuing as of such time. Debtor shall notify Agent, simultaneously with the delivery of the financial statements referred to in Section 9.8 of the Loan Agreement, if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) To Debtor's knowledge, except as could not reasonably be expected to have a Material Adverse Effect, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and (ii) there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party.

(j) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), unless arising from the gross (not mere) negligence or willful misconduct of Agent or any Secured Party, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and

reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand and shall be part of the Obligations secured hereby.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the Other Documents, applicable law or otherwise, Agent shall have, subject to any licenses and other usage rights therein granted in favor of other Persons, 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) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent 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) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.



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

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the Other Documents, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

#### 6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York, without regard to conflicts of laws principles.

(b) The provisions of Section 12.3 and 16.1 of the Credit Agreement are hereby incorporated *mutatis mutandis* into this Pledge Agreement by reference.

#### 7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Giddings & Lewis Machine Tools, LLC  
c/o MAG Industrial Automation Systems,  
LLC  
13900 Lakeside Circle  
Sterling Heights, Michigan 48313  
Attention: Chief Financial Officer  
Telephone No: (586) 532-4022  
Facsimile No.: (586) 532-4022

If to Agent:

Burdale Capital Finance, Inc., as Agent  
300 First Stamford Place  
Stamford, Connecticut 06902  
Attention: Account Manager- MAG  
Telephone No: 203-391-5940  
Telecopy No.: 203-353-0152

(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement, and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) If any Collateral shall be sold, transferred or otherwise disposed of by Debtor in a transaction permitted by the Loan Agreement, then the security interest and Lien granted hereby in the Collateral disposed of shall be released by Agent, at the request and sole expense of such Debtor, and Agent shall promptly execute and deliver to such Debtor all releases and other documents, and take such action, reasonably requested by the Debtors for the release of the Liens on such Collateral. The Agent may release any of the Collateral or may substitute any of the Collateral for other Collateral without altering, varying or diminishing in any way the force, effect, lien, pledge or security interest of this Agreement as to any Collateral not expressly released or substituted, and this Agreement shall continue as a lien on all Collateral not expressly released or substituted.

(e) This Agreement, the Other Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(f) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(g) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GIDDINGS & LEWIS MACHINE TOOLS, LLC

By: Elizabeth Sutterby

Name: Elizabeth Sutterby

Title: Secretary

BURDALE CAPITAL FINANCE, INC., as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

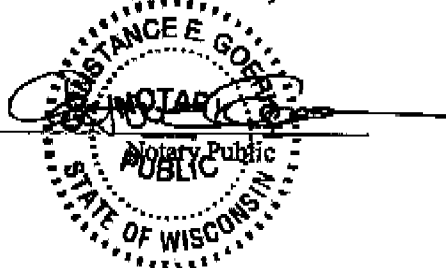
Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Trademark Agreement - G&L]

STATE OF WISCONSIN )  
 ) ss.:  
COUNTY OF FOND DU LAC )

On this 1<sup>st</sup> day of August, 2010, before me personally came ERIZABETH SUTERLY to me known, who being duly sworn, did depose and say, that he/she is the SECRETARY of GIDDINGS & LEWIS MACHINE TOOLS, LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Managers of said limited liability company.



STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_ day of August, 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of Burdale Capital Finance, Inc., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

[Trademark Agreement - G&L]

TRADEMARK  
REEL: 004257 FRAME: 0680

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

GIDDINGS & LEWIS MACHINE TOOLS, I.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BURDALE CAPITAL FINANCE, INC., as Agent

By: *Jason D. Schick*

Name: Jason D. Schick

Title: Senior Vice President

By: *Steven Sanicola*

Name: Steven Sanicola

Title: Director

[Trademark Agreement - G&L]



**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**[See attached]**



**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF LICENSES**

None.



STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_ day of August, 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of GIDDINGS & LEWIS MACHINE TOOLS, LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Managers of said limited liability company.

\_\_\_\_\_  
Notary Public