

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
The Gleason Works		06/10/2011	CORPORATION: NEW YORK
Gleason Cutting Tools Corporation		06/10/2011	CORPORATION: DELAWARE
Gleason Metrology Systems Corporation		06/10/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	1 Fountain Plaza
Internal Address:	3rd Floor
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	85212504	GLEASON
Serial Number:	77885014	PHOENIX
Registration Number:	3926072	AGILUS
Registration Number:	3694956	TITAN
Registration Number:	3481904	OPTI-CUT
Registration Number:	3333759	LECOUNT
Registration Number:	3328513	
Registration Number:	3322932	LECOUNT
Registration Number:	3247390	QUIK-FLEX
Registration Number:	3244899	SUPERI-AC
Registration Number:	3243469	GLEASON

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Registration Number:	3243465	GLEASON
Registration Number:	3242426	GLEASON
Registration Number:	3178626	GENESIS
Registration Number:	3178603	GENESIS
Registration Number:	2959638	SPHERIC
Registration Number:	2951630	ULTAC
Registration Number:	2649000	TURBO TESTER
Registration Number:	2638617	TURBO LAPPER
Registration Number:	2497249	POWER CUTTING
Registration Number:	2294356	PENTAC
Registration Number:	1709712	PHOENIX
Registration Number:	1669155	PHOENIX
Registration Number:	1644972	
Registration Number:	1518662	ISO-SPAND
Registration Number:	1500206	TRI-AC
Registration Number:	1418156	HURTH
Registration Number:	1006230	RSR
Registration Number:	0967473	UNI-SPAND
Registration Number:	0913031	VERS-GRIP
Registration Number:	0912998	HI-SPAND
Registration Number:	0799085	RIDG-AC
Registration Number:	0714697	TANLINE
Registration Number:	0714696	X-PANDISK
Registration Number:	0682161	HELIXFORM
Registration Number:	0659023	HARDAC
Registration Number:	0624437	CURVIC
Registration Number:	0595495	CONIFLEX
Registration Number:	0402346	CURVIC
Registration Number:	0391707	RESEX
Registration Number:	0363196	REVACYCLE
Registration Number:	0355773	ZEROL
Registration Number:	0341301	TOPREM
Registration Number:	0277420	GLEASON
Registration Number:	0277419	GLEASON
Registration Number:	0268260	GLEASON

	3256176	ALCRONITE
Registration Number:	2658242	ALNITE
Registration Number:	2600723	CARBONITE
Registration Number:	2534165	WAFER
Registration Number:	2529739	OPTI-GASH
Registration Number:	1309659	TINITE
Registration Number:	1010334	K-KUT
Registration Number:	0803403	ISOFORM
Registration Number:	1971846	M&M
Registration Number:	2134483	MM
Registration Number:	2020771	THE METROLOGY & MOTION PEOPLE

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-842-8800
Email: dctrademarks@dbr.com
Correspondent Name: Amy E. Carroll
Address Line 1: 1500 K Street, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-466593
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	06/21/2011

Total Attachments: 8

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GRANT OF FIRST PRIORITY SECURITY
INTEREST IN UNITED STATES TRADEMARKS

This GRANT OF FIRST PRIORITY SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated June 10, 2011 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is granted by The Gleason Works, a New York corporation, with principal offices at 1000 University Avenue, Rochester, New York 14692, Gleason Cutting Tools Corporation, a Delaware corporation, with principal offices at 1000 University Avenue, Rochester, New York 14692, and Gleason Metrology Systems Corporation, an Ohio corporation, with principal offices at 300 Progress Road, West Carrollton, Ohio 45449 (together, the "Assignors") in favor of Manufacturers and Traders Trust Company, as Collateral Agent, with principal offices at 1 Fountain Plaza 3rd Floor, Buffalo, New York 14203 (the "Assignee"), for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged.

Under the terms of the Security Agreement (as defined below) and the Security Documents related thereto, the Assignors granted a security interest in certain property, including, without limitation, certain Intellectual Property, to the Assignee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

Each Assignor does hereby assign and transfer unto the Assignee for the equal and ratable benefit of all of the Secured Parties, and does hereby separately pledge and grant to the Assignee for the equal and ratable benefit of all of the Secured Parties, 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 (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 Trademark Security Agreement is made to secure the prompt payment and performance when due of all the Secured Obligations of the Assignors, as such term is defined in the Security Agreement among the Assignors, the other assignors from time to time party thereto

and the Assignee, dated as of June 10, 2011 (as amended from time to time, the "Security Agreement"; capitalized terms used but not defined herein shall have the meaning given such terms in 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 all such Obligations, execute, acknowledge, and deliver to the Assignors an instrument in writing releasing the security interest in the Marks acquired under this Trademark Security Agreement.

This 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 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 Trademark Security Agreement as of the date first written above.

THE GLEASON WORKS, as Assignor

By Edward J. Pelta
Name: Edward J. Pelta
Title: Vice President, General Counsel and Secretary

GLEASON CUTTING TOOLS CORPORATION,
as Assignor

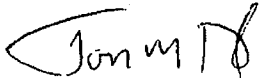
By Edward J. Pelta
Name: Edward J. Pelta
Title: Vice President and Secretary

GLEASON METROLOGY SYSTEMS
CORPORATION, as Assignor

By Edward J. Pelta
Name: Edward J. Pelta
Title: Secretary

[Signature Page to Trademark Security Agreement]

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Collateral Agent and as Assignee**

By: 
Name: Jon M. Fogle
Title: Vice President

[Signature Page to Trademark Security Agreement]

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

Mark	Registration (Application) Number	Registration (Application) Date
GLEASON	(85/212,504)	(January 7, 2011)
PHOENIX (with design)	(77/885,014)	(December 3, 2009)
AGILUS	3,926,072	March 1, 2011
TITAN	3,694,956	October 13, 2009
OPTI-CUT	3,481,904	August 5, 2008
LECOUNT	3,333,759	November 13, 2007
LECOUNT (design)	3,328,513	November 6, 2007
LECOUNT (with design)	3,322,932	October 30, 2007
QUIK-FLEX	3,247,390	May 29, 2007
SUPERI-AC	3,244,899	May 22, 2007
GLEASON	3,243,469	May 22, 2007
GLEASON	3,243,465	May 22, 2007
GLEASON	3,242,426	May 15, 2007
GENESIS (and design)	3,178,626	November 28, 2006
GENESIS	3,178,603	November 28, 2006
SPHERIC	2,959,638	June 7, 2005
ULTAC	2,951,630	September 25, 2003
TURBO TESTER	2,649,000	November 12, 2002

TURBO LAPPER	2,638,617	October 22, 2002
POWER CUTTING	2,497,249	October 9, 2001
PENTAC	2,294,356	August 24, 1998
PHOENIX (and design)	1,709,712	August 25, 1992
PHOENIX (stylized letters)	1,669,155	December 24, 1991
(Phoenix design only)	1,644,972	May 21, 1991
ISO-SPAND	1,518,662	January 3, 1989
TRI-AC	1,500,206	August 16, 1988
HURTH	1,418,156	November 25, 1986
RSR	1,006,230	March 11, 1975
UNI-SPAND	967,473	September 4, 1973
VERS-GRIP	913,031	June 8, 1971
HI-SPAND	912,998	June 8, 1971
RIDG-AC	799,085	November 23, 1965
TANLINE	714,697	May 2, 1961
X-PANDISK	714,696	May 2, 1961
HELIXFORM	682,161	July 21, 1959
HARDAC	659,023	March 4, 1958
CURVIC (block letters)	624,437	April 3, 1956
CONIFLEX (block letters)	595,495	September 21, 1954
CURVIC	402,346	July 13, 1943
REVEX	391,707	November 18, 1941
REVACYCLE	363,196	December 13, 1938
ZEROL	355,773	March 29, 1938

TOPREM	341,301	December 1, 1936
GLEASON	277,420	November 11, 1930
GLEASON	277,419	November 11, 1930
GLEASON	268,260	March 11, 1930

GLEASON CUTTING TOOLS CORPORATION

Mark	Registration (Application) Number	Registration (Application) Date
ALCRONITE	3,256,176	June 26, 2007
ALNITE	2,658,242	December 10, 2002
CARBONITE	2,600,723	July 30, 2002
WAFER	2,534,165	January 29, 2002
OPTI-GASH	2,529,739	January 15, 2002
TINITE	1,309,659	December 18, 1984
K-KUT	1,010,334	May 13, 1975
ISOFORM	803,403	February 8, 1966

GLEASON METROLOGY SYSTEMS CORPORATION

Mark	Registration (Application) Number	Registration (Application) Date
M&M (word)	1,971,846	April 30, 1996
M&M (design)	2,134,483	February 3, 1998
THE METROLOGY & MOTION PEOPLE	2,020,771	December 3, 1996