

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gleason Corporation		02/28/2018	Corporation: DELAWARE
The Gleason Works		02/28/2018	Corporation: NEW YORK
Gleason Germany (Holdings) GmbH		02/28/2018	Corporation: GERMANY
Gleason Sales Corporation		02/28/2018	Corporation: DELAWARE
Alliance Tool Corporation		02/28/2018	Corporation: NEW YORK
Gleason Sales (Americas) Corporation		02/28/2018	Corporation: MICHIGAN
Gleason Cutting Tools Corporation		02/28/2018	Corporation: DELAWARE
Gleason International Holdings, LLC		02/28/2018	Limited Liability Company: DELAWARE
Gleason Metrology Systems Corporation		02/28/2018	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: 61

Property Type	Number	Word Mark
Registration Number:	5401031	GEMS
Serial Number:	87135495	FLEX-SPAND
Registration Number:	5336430	FLEX-GRIP
Registration Number:	5112881	GLEASON
Registration Number:	4678890	DISTECH
Registration Number:	4549230	POWER SKIVING
Registration Number:	4504939	THE TOTAL GEAR SOLUTIONS PROVIDER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4373380	GLEASON CONNECT
Registration Number:	4373372	GLEASON CONNECT
Registration Number:	4220568	GMS
Registration Number:	4220567	GLEASON
Registration Number:	4139044	DS
Registration Number:	4137324	PHOENIX
Registration Number:	4031196	GLEASON
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
Registration Number:	3243465	GLEASON
Registration Number:	3242426	GLEASON
Registration Number:	3178626	GENESIS
Registration Number:	3178603	GENESIS
Registration Number:	2959638	SPHERIC
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:	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

Property Type	Number	Word Mark
Registration Number:	0659023	HARDAC
Registration Number:	0624437	CURVIC
Registration Number:	0595495	CONIFLEX
Registration Number:	0402346	CURVIC
Registration Number:	0363196	REVACYCLE
Registration Number:	0355773	ZEROL
Registration Number:	0341301	TOPREM
Registration Number:	0277420	GLEASON
Registration Number:	0277419	GLEASON
Registration Number:	0268260	GLEASON
Registration Number:	3256176	ALCRONITE
Registration Number:	2658242	ALNITE
Registration Number:	2534165	WAFER
Registration Number:	2529739	OPTI-GASH
Registration Number:	1309659	TINITE
Registration Number:	2134483	MM

CORRESPONDENCE DATA

Fax Number: 3125693000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-569-1462

Email: ipdocketchicago@dbr.com

Correspondent Name: Drinker Biddle & Reath LLP

Address Line 1: 191 North Wacker Drive, Suite 3700

Address Line 2: c/o Mita K. Lakhia, Esq.

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	466593
NAME OF SUBMITTER:	Mita K. Lakhia
SIGNATURE:	/Mita K. Lakhia/
DATE SIGNED:	03/01/2018

Total Attachments: 22

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

[Signature Page to Trademark Security Agreement]

REGISTRATIONS AND APPLICATIONSTHE 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

REAFFIRMATION AND AMENDMENT OF CREDIT DOCUMENTS

This REAFFIRMATION AND AMENDMENT OF CREDIT DOCUMENTS (this "Agreement"), dated as of February 28, 2018, is given by GLEASON CORPORATION, a Delaware corporation ("Holdings"), THE GLEASON WORKS, a New York corporation ("GWR"), GLEASON GERMANY (HOLDINGS) GmbH, a corporation organized under the laws of the Federal Republic of Germany ("GGH"), GLEASON SALES CORPORATION, a Delaware corporation ("GSC" and, together with GWR and GGH, the "Borrowers"), ALLIANCE TOOL CORPORATION, a New York corporation ("ATC"), GLEASON SALES (AMERICAS) CORPORATION, a Michigan corporation ("GSAC"), GLEASON CUTTING TOOLS CORPORATION, a Delaware corporation ("GCTC"), GLEASON INTERNATIONAL HOLDINGS, LLC, a Delaware limited liability company ("GIH"), GLEASON METROLOGY SYSTEMS CORPORATION, an Ohio corporation ("GMSC" and, collectively with ATC, GSAC, GCTC and GIH, the "Subsidiary Guarantors" and each individually a "Subsidiary Guarantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("M&T"), as administrative agent and collateral agent (together with its successors and assigns in such capacities, "Agent") for each of the Secured Parties (as that term is defined in the Credit Agreement referred to below). Holdings and the Subsidiary Guarantors are collectively referred to herein as the "Guarantors" (and each individually a "Guarantor") and the Borrowers and Guarantors are collectively referred to herein as the "Credit Parties" (and each individually a "Credit Party"). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given to such terms in the Credit Agreement.

To induce M&T and the other Banks now or hereafter party thereto to enter into that certain Amended and Restated Credit Agreement, dated as of the date hereof, among Holdings, the Borrowers, Agent, and the financial institutions party thereto from time to time as Banks (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), each applicable Credit Party has agreed to amend the applicable Credit Document identified on Schedule A hereto (as amended, modified or supplemented through the date hereof, as amended hereby and as may be further amended, restated or otherwise modified from time to time, each a "Credit Document") and to reaffirm each such Credit Party's obligations, covenants and agreements contained in the applicable Credit Document as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Each Credit Document is hereby amended as follows:
 - (a) each reference to "Obligations" and "Secured Obligations" shall have the meanings set forth for such terms in the Credit Agreement;
 - (b) each reference to M&T shall mean and refer to M&T in its capacity as Administrative Agent and/or Collateral Agent for the Secured Parties under the Credit Agreement; and
 - (c) each reference to the Credit Agreement shall mean and refer to the Credit Agreement as defined herein.

2. The Security Agreement is hereby amended as follows:

(a) Article IX of the Security Agreement is hereby amended to include the following definitions in alphabetical order as follows:

“Closing Date Management Notes” means each of the Management Notes listed on Annex N hereto and in existence on the Closing Date; provided that any Closing Date Management Note shall cease to be a Closing Date Management Note if it is amended to increase the principal amount thereof after the Closing Date.

“Management Note” means any promissory evidencing a loan or advance by an Assignor to an employee, officer or director (or any former employee, officer or director) entered into in compliance with the Credit Agreement.

(b) The definition of “Concentration Account” appearing in Article IX of the Security Agreement is hereby replaced in its entirety with the following:

“Concentration Account” shall mean any Deposit Account other than Deposit Accounts (i) established solely for the purpose of funding payroll and other compensation and benefits to employees, (ii) having an average monthly balance of less than \$100,000 individually or \$300,000 in the aggregate or (iii) maintained solely for the benefit of third parties as cash collateral constituting Permitted Liens for obligations owing to such third parties permitted under the Credit Agreement.

(c) Section 3.6 of the Security Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 3.6 Instruments. As of the date hereof, no amounts payable under or in connection with any of the Collateral are evidenced by any Instrument not covered by the Pledge Agreement or Tangible Chattel Paper, other than such Instruments or Tangible Chattel Paper that has been properly endorsed, assigned and delivered to the Collateral Agent, accompanied by instruments of transfer or assignment duly executed in blank; provided, however, that with respect to (a) Tangible Chattel Paper, only Tangible Chattel Paper not issued in the ordinary course of business need be endorsed, assigned and delivered to the Collateral Agent, (b) checks payable to an Assignor, only checks payable to an Assignor not processed in the ordinary course of business need be endorsed, assigned and delivered to the Collateral Agent, (c) Management Notes, (x) the Closing Date Management Notes need not be endorsed, assigned and delivered to the Collateral Agent and (y) any Management Notes owned or acquired by any Assignor after the Closing Date having a stated principal amount (or Dollar Equivalent thereof in the case of Management Note denominated in a currency other than Dollars) equal to or less than \$5,000,000 need not be endorsed, assigned and delivered to the Collateral Agent so long as the aggregate stated principal amount (using the Dollar Equivalent to the extent appropriate) of all such Management Notes in this subparagraph (c)(y) not delivered pursuant hereto is equal to or less than \$5,000,000, and (d) other Instruments, Instruments having a stated principal amount (or Dollar Equivalent thereof in the case of an Instrument denominated in a currency other than Dollars) equal to or less than \$500,000 need not be endorsed, assigned and

delivered to the Collateral Agent so long as the aggregate stated principal amount (using the Dollar Equivalent to the extent appropriate) of all such Instruments in this subparagraph (c) not delivered pursuant hereto is equal to or less than \$500,000. If any Assignor owns or acquires any Instrument constituting Collateral and not covered by the Pledge Agreement, such Assignor will within 10 Business Days thereafter notify the Collateral Agent thereof, and upon request by the Collateral Agent will promptly deliver such Instrument (subject to the exceptions set forth in the first sentence of this Section 3.6) to the Collateral Agent appropriately endorsed to the order of the Collateral Agent as further security hereunder. Notwithstanding anything to the contrary in this Section 3.6, each Assignor shall be required to endorse, assign and deliver any Instrument or Tangible Chattel Paper to the Collateral Agent upon the request of the Collateral Agent when an Event of Default has occurred and is continuing.

(d) The Table of Contents is hereby amended to include a reference to Annex N immediately after the reference to Annex M therein to read as follows:

“Annex N Closing Date Management Notes”

3. The Pledge Agreement is hereby amended as follows:

(a) Section 2 of the Pledge Agreement is hereby amended to include the following definitions in alphabetical order as follows:

“Closing Date Management Notes” means each of the Management Notes listed on Annex D hereto described therein as “Management Notes” and in existence on the Closing Date; provided that any Closing Date Management Note shall cease to be a Closing Date Management Note if it is amended to increase the principal amount thereof after the Closing Date.

“Management Note” means any Note evidencing a loan or advance by a Pledgor to an employee, officer or director (or any former employee, officer or director) entered into in compliance with the Credit Agreement.

(b) Section 3.2(a)(i) of the Pledge Agreement is hereby amended and restated in its entirety to read as follows:

(i) with respect to a Certificated Security (other than (x) a Certificated Security credited on the books of a Clearing Corporation and (y) any Certificated Securities owned by any Pledgor (other than Certificated Securities representing Capital Stock or other equity interests in its Subsidiaries) in any Person evidencing equity interests in such Person with a value of less than \$4,000,000) or any Note, such Pledgor shall physically deliver such Certificated Security or Note to the Pledgee, indorsed to the Pledgee or indorsed in blank, subject, in the case of Notes, to Section 3.2(a)(v) of this Agreement;

(c) Section 3.2(a)(v) of the Pledge Agreement is hereby amended and restated in its entirety to read as follows:

(v) with respect to any Note, physical delivery of such Note to the Pledgee, indorsed to the Pledgee or indorsed in blank, provided that (A) with respect to any Management Note, physical delivery of such Note to the Pledgee indorsed to the Pledgee or indorsed in blank (x) shall not be required with respect to any Closing Date Management Note and (y) with respect to any Management Note owned or acquired by a Pledgor after the Closing Date, such Pledgor shall not be required to deliver any such Management Note having a stated principal amount (or Dollar Equivalent thereof in the case of a Note denominated in a currency other than Dollars) equal to or less than \$5,000,000 so long as the aggregate stated principal amount (using the Dollar Equivalent to the extent appropriate) of all such Management Notes not delivered pursuant to this clause (A)(y) of this proviso is equal to or less than \$5,000,000 and (B) with respect to any other Note not referred to in clause (A), unless specifically requested by the Pledgee, such Pledgor shall not be required to deliver any Note having a stated principal amount (or Dollar Equivalent thereof in the case of a Note denominated in a currency other than Dollars) equal to or less than \$500,000 so long as the aggregate stated principal amount (using the Dollar Equivalent to the extent appropriate) of all such Notes not delivered pursuant to this proviso is equal to or less than \$500,000; and

(d) Section 3.6 of the Pledge Agreement is hereby amended and restated in its entirety to read as follows:

3.6 Certain Representations and Warranties Regarding the Collateral. Each Pledgor represents and warrants that on the date hereof (i) each Subsidiary of such Pledgor, and the direct ownership thereof, is listed in Annex B hereto; (ii) the Stock (and any warrants or options to purchase Stock) included in the Collateral held by such Pledgor consists of the number and type of shares of the stock (or warrants or options to purchase any stock) of the corporations as described in Annex C hereto; (iii) such Stock included in the Collateral constitutes that percentage of the issued and outstanding capital stock of the issuing corporation as is set forth in Annex C hereto; (iv) the Notes held by such Pledgor consist of the promissory notes described in Annex D hereto where such Pledgor is listed as the lender; (v) the Limited Liability Company Interests included in the Collateral held by such Pledgor consist of the number and type of interests of the Persons described in Annex E hereto; (vi) each such Limited Liability Company Interest included in the Collateral constitutes that percentage of the issued and outstanding equity interest of the issuing Person as set forth in Annex E hereto; (vii) the Partnership Interests included in the Collateral held by such Pledgor consist of the number and type of interests of the Persons described in Annex F hereto; (viii) each such Partnership Interest included in the Collateral constitutes that percentage or portion of the entire partnership interest of the Partnership as set forth in Annex F hereto; (ix) the Pledgor has complied in all material respects with the respective procedure set forth in Section 3.2(a) hereof with respect to each item of Collateral described in Annexes C through F hereto; (x) on the date hereof, such Pledgor owns no other Collateral consisting of Securities, Stock, Notes, Limited Liability Company Interests or Partnership Interests; (xi) with respect to Certificated Securities and Notes, all certificates, agreements or instruments representing or evidencing such Collateral in existence on the date hereof that, in the case of Certificated Securities are set forth on Annex C hereto, and in the case of Notes any Notes pledged by a Pledgor (subject to Section 3.2(a)(v) hereof), have been delivered to the Pledgee in suitable form for transfer by delivery or accompanied by duly

executed instruments of transfer or assignment in blank and that the Pledgee has a perfected first priority security interest therein; and (xii) the Pledgee has a perfected first priority security interest in all Uncertificated Securities pledged to it hereunder that are in existence on the date hereof.

4. The annexes to the Security Agreement are hereby amended and restated in their entirety by the annexes attached hereto as Exhibit A.

5. The annexes to the U.S. Pledge Agreement are hereby amended and restated in their entirety by the annexes attached hereto as Exhibit B.

6. The schedules to the Patent Security Agreement are hereby amended and restated in their entirety by the schedules attached hereto as Exhibit C.

7. The schedules to the Trademark Security Agreement are hereby amended and restated in their entirety by the schedules attached hereto as Exhibit D.

8. Each Credit Party hereby reaffirms any grant of security interest contained in any Credit Document (in each case, as amended, supplemented or modified prior to or as of the date hereof) and confirms that any such security interests secure the Secured Obligations. Without limiting such reaffirmation or otherwise affecting any security interest reaffirmed herein, each Credit Party hereby grants to Agent a lien on and security interest in and to the Collateral as such term is defined in the Credit Documents to secure the Secured Obligations.

9. Each of the parties hereto hereby:

(a) acknowledges and agrees that each of the Credit Documents, as amended hereby, is, and shall remain, in full force and effect, in favor of Agent;

(b) acknowledges and agrees that each of the Credit Documents secures the "Secured Obligations" to the "Secured Parties" under (and as both such terms are defined in) the Credit Agreement; and

(c) reaffirms all of its obligations, covenants, duties, liabilities and agreements under each of the Credit Documents (as amended hereby), which obligations, covenants, duties, liabilities and agreements remain in full force and effect on a continuous basis, without novation.

10. In the event of any clear inconsistency between any term, covenant or condition of this Agreement and/or the Credit Documents and any term, covenant or condition of the Credit Agreement, the provisions of the Credit Agreement shall control and govern.

11. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by Agent and when Agent shall have received the counterparts hereof that bear the signatures of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York (excluding the laws applicable to conflicts or choice of law). Delivery of an executed

counterpart of a signature page of this Agreement by telecopy or other electronic means including PDF or by email, shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first written above.

GLEASON CORPORATION

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

THE GLEASON WORKS

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

GLEASON GERMANY (HOLDINGS) GmbH

By Edward J. Pelta
Name: Edward J. Pelta
Title: Managing Director

GLEASON SALES CORPORATION

By John W. Pysnack
Name: John W. Pysnack
Title: Vice President and Treasurer

ALLIANCE TOOL CORPORATION

By John W. Pysnack
Name: John W. Pysnack
Title: Vice President and Treasurer

[Signature Page to Reaffirmation and Amendment of Credit Documents]

GLEASON SALES (AMERICAS) CORPORATION

By John W. Pysnack
Name: John W. Pysnack
Title: Vice President and Treasurer

GLEASON CUTTING TOOLS CORPORATION

By John W. Pysnack
Name: John W. Pysnack
Title: Vice President and Treasurer

GLEASON INTERNATIONAL HOLDINGS, LLC

By John W. Pysnack
Name: John W. Pysnack
Title: Vice President and Treasurer

GLEASON METROLOGY SYSTEMS
CORPORATION

By John W. Pysnack
Name: John W. Pysnack
Title: Vice President and Treasurer

EXHIBIT D




Updated Schedules to Trademark Security Agreement





(As Attached)



SCHEDULE A

REGISTRATIONS AND APPLICATIONS

THE GLEASON WORKS

Mark	Registration (Application) Number	Registration (Application) Date
GEMS	5,401,031	February 13, 2018
FLEX-SPAND	(87/135495)	(August 11, 2016)
FLEX-GRIP	5,336,430	November 14, 2017
GLEASON	5,112,881	January 3, 2017
DISTECH	4,678,890	January 27, 2015
	4,549,230	June 10, 2014
	4,504,939	April 1, 2014
	4,373,380	July 23, 2013
GLEASON CONNECT	4,373,372	July 23, 2013
GMS	4,220,568	October 9, 2012
GLEASON	4,220,567	October 9, 2012

	4,139,044	May 8, 2012
phoenix	4,137,324	May 8, 2012 y
GLEASON	4,031,196	September 27, 2011
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
	3,328,513	November 6, 2007
	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
	3,178,626	November 28, 2006
GENESIS	3,178,603	November 28, 2006
SPHERIC	2,959,638	June 7, 2005

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
	1,709,712	August 25, 1992
Phoenix	1,669,155	December 24, 1991
	1,644,972	May 21, 1991
ISO-SPAND	1,518,662	January 3, 1989
TRI-AC	1,500,206	August 16, 1988
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	624,437	April 3, 1956
CONIFLEX	595,495	September 21, 1954
CURVIC	402,346	July 13, 1943
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
WAFER	2,534,165	January 29, 2002
OPTI-GASH	2,529,739	January 15, 2002
TINITE	1,309,659	December 18, 1984

GLEASON METROLOGY SYSTEMS CORPORATION

Mark	Registration (Application) Number	Registration (Application) Date

	2,134,483 ¹	February 3, 1998
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¹ Trademark registration will not be renewed. Expires February 3, 2018.