

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hardinge Inc.		10/08/2021	Corporation: NEW YORK
Forkardt Inc.		10/08/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	White Oak Global Advisors, LLC, as Administrative Agent		
Street Address:	3 Embarcadero Center		
Internal Address:	Fifth Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5105895	TALENT	
Registration Number:	3824905	FLEXC	
Registration Number:	3680471	5C2 ROTARY INDEXERS	
Registration Number:	3452309	H BRIDGEPORT	
Registration Number:	3452313	H KELLENBERGER	
Registration Number:	3452310	H HARDINGE	
Registration Number:	3452308	H	
Registration Number:	2492633	KEL-VISTA	
Registration Number:	2451904	QUEST	
Registration Number:	2562161		
Registration Number:	2289167	SUPER-PRECISION	
Registration Number:	2263899	SURE-GRIP	
Registration Number:	2231733	KELLENBERGER	
Registration Number:	2207179	KEL-VARIA	
Registration Number:	2207121	KEL-VISION	
Registration Number:	2015567	CONQUEST	
Registration Number:	1921498	SURE-GRIP	

OP \$765.00 5105895

Property Type	Number	Word Mark
Registration Number:	1782411	HQC
Registration Number:	1711203	AJUST-TRU
Registration Number:	1713074	BUCK
Registration Number:	1616425	HARCRETE
Registration Number:	1451786	CHNC
Registration Number:	1250969	HLV
Registration Number:	1089575	VARI-GRIP
Registration Number:	1062090	SUPER-PRECISION
Registration Number:	0514077	HARDINGE
Registration Number:	0793843	FORKARDT
Registration Number:	0794423	FFF
Registration Number:	0642894	TORK-LOK
Registration Number:	6095435	SOFT-TOUCH

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7473.099
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	10/08/2021

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of October, 2021, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), by and among **HARDINGE HOLDINGS, LLC**, a Delaware limited liability company ("**Parent**"), **HARDINGE INC.**, a New York corporation (the "**U.S. Borrower**"), **FORKARDT DEUTSCHLAND GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart with registration number HRB 769445 (formerly registered with the commercial register of the local court of Wuppertal with registration number HRB 13863) ("**German Borrower 1**"), **HARDINGE GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Krefeld with registration number HRB 5233 ("**German Borrower 2**"), **J.G. WEISSER SÖHNE GMBH & CO. KG**, a limited liability partnership (*Kommanditgesellschaft*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Freiburg with registration number HRA 601044 (together with the U.S. Borrower, German Borrower 1 and German Borrower 2, "**Borrowers**"), the Subsidiaries of Parent from time to time party thereto as Guarantors, the Lenders from time to time party thereto and Administrative Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lending Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each Lending Party, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Administrative Agent, for the benefit of the Lending Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER,

AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.18, 10.19 AND 10.20 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HARDINGE INC., a New York corporation

By: 

Name: Ryan J. Levenson

Title: Chief Executive Officer

FORKARDT INC., a New York corporation

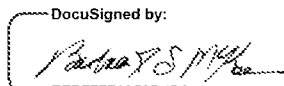
By: 

Name: Ryan J. Levenson

Title: Vice President

ADMINISTRATIVE AGENT:

WHITE OAK GLOBAL ADVISORS, LLC

DocuSigned by:

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By: _____
Name: Barbara J. S. McKee

Title: Managing Partner

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
TALENT	86662087	Registered	5105895	12/20/16	Hardinge Inc.
FLEXC	77896568	Registered	3824905	07/27/10	Hardinge Inc.
5C2 ROTARY INDEXERS	77308634	Registered	3680471	09/08/09	Hardinge Inc.
H BRIDGEPORT	77177370	Registered	3452309	06/24/08	Hardinge Inc.
H KELLENBERGER	77177729	Registered	3452313	06/24/08	Hardinge Inc.
H HARDINGE	77177375	Registered	3452310	06/24/08	Hardinge Inc.
H	77177367	Registered	3452308	06/24/08	Hardinge Inc.
KEL-VISTA	76167588	Registered	2492633	09/25/01	Hardinge Inc.
QUEST	75731597	Registered	2451904	05/15/01	Hardinge Inc.
[Design Only]	75634382	Registered	2562161	04/16/02	Hardinge Inc.
SUPER-PRECISION	75079009	Registered	2289167	10/26/99	Hardinge Inc.
SURE-GRIP	75075356	Registered	2263899	07/27/99	Hardinge Inc.
KELLENBERGER	75368631	Registered	2231733	03/16/99	Hardinge Inc.
KEL-VARIA	75376187	Registered	2207179	12/01/98	Hardinge Inc.
KEL-VISION	75368632	Registered	2207121	12/01/98	Hardinge Inc.
CONQUEST	75028199	Registered	2015567	11/12/96	Hardinge Inc.
SURE-GRIP	74490861	Registered	1921498	09/26/95	Hardinge Inc.
HQC	74261255	Registered	1782411	07/20/93	Hardinge Inc.
AJUST-TRU	74220909	Registered	1711203	09/01/92	Hardinge Inc.
BUCK	74220908	Registered	1713074	09/08/92	Hardinge Inc.
HARCRETE	73831955	Registered	1616425	10/09/90	Hardinge Inc.
CHNC	73639684	Registered	1451786	08/11/87	Hardinge Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
HLV	73379222	Registered	1250969	09/13/83	Hardinge Inc.
VARI-GRIP	73123324	Registered	1089575	04/18/78	Hardinge Inc.
SUPER-PRECISION	73024104	Registered	1062090	03/29/77	Hardinge Inc.
HARDINGE	71541930	Registered	0514077	08/23/49	Hardinge Inc.
FORKARDT	72201300	Registered	0793843	08/03/65	Hardinge Inc.
FFF	72201299	Registered	0794423	08/17/65	Hardinge Inc.
TROK-LOK	72015664	Registered	0642894	03/19/57	Hardinge Inc.
SOFT TOUCH	88722796	Registered	6095435	07/07/20	Forkardt Inc.