

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	US Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Gleason Works		06/30/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97054012		
Registration Number:	6578153	SMARTLAP	
Registration Number:	5831399	G-AGE	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<i>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.</i>			
Phone:	2159883303		
Email:	laura.mcneely@faegredrinker.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		
Address Line 2:	Suite 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Robert E. Cannuscio		
SIGNATURE:	/Robert E. Cannuscio/		
DATE SIGNED:	06/30/2022		
Total Attachments: 5			
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UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 30, 2022 is made by The Gleason Works, a New York corporation (together with its successors and permitted assigns, the “**Grantor**”) in favor of Manufacturers and Traders Trust Company, as administrative agent (together with its successors and assigns, in such capacity, the “**Lender**”).

WHEREAS, Grantor and certain other grantors from time to time party thereto executed that certain Amended and Restated Security Agreement, dated as of the date hereof (the “**Security Agreement**”; capitalized definitional terms used herein without definition shall have the meanings assigned thereto in the Security Agreement or, if not defined therein, those assigned in the Credit Agreement referred to therein), in favor of Lender, pursuant to which Grantor granted and agreed to grant to Lender a security interest in certain of its assets to secure certain obligations owing to Lender and certain other lenders;

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to, among other things, indicate that Lender is collateral assignee with respect to the Trademarks (as defined herein) listed on Exhibit 1 hereto; and

WHEREAS, Grantor is the owner of certain trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers now existing and hereafter adopted or acquired, including, without limitation, those listed on Exhibit 1 hereto, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses

for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution, misappropriation, violation and unfair competition of or regarding the same, (collectively, the “**Trademarks**”); provided, however, that notwithstanding anything herein to the contrary, in no event shall Trademarks include any Excluded Assets.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants to Lender a security interest in and lien on its right, title, and interest in and to the Trademarks.

This Agreement is made in furtherance, and subject to the terms and conditions, of the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

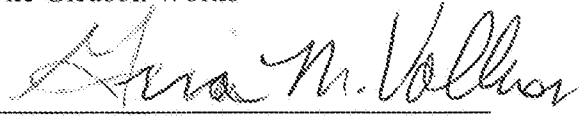
This Agreement and the rights and obligations of the Grantor hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

Executed as of the date first above written.

Grantor: The Gleason Works

By



Name: Gina M Vollmer

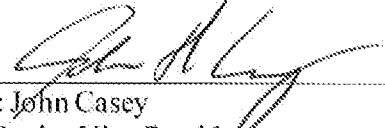
Title: Vice President, General Counsel and
Secretary

[Signature Page to United States Trademark Security Agreement]

TRADEMARK
REEL: 007766 FRAME: 0773

Acknowledged and Agreed to by:

MANUFACTURERS AND TRADERS TRUST
COMPANY, in its capacity as Administrative
Agent

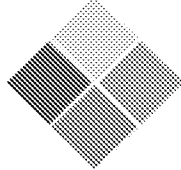
By: 
Name: John Casey
Title: Senior Vice President

[Signature Page to United States Trademark Security Agreement]

TRADEMARK
REEL: 007766 FRAME: 0774

EXHIBIT 1

Trademarks

Application No.	Registration No.	Mark	Grantor
97054012	n/a	 (GEMS symbol ¹)	THE GLEASON WORKS
88473576	6578153	SMARTLAP	THE GLEASON WORKS
88007255	5831399	G-AGE	THE GLEASON WORKS

¹ Color included in application