

06-02-2000

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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101372050

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05/04/00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other: _____
- License
- Nunc Pro Tunc Assignment
Effective Date: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Hill-Loma, Inc.

4/24/00

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other: _____

Citizenship / State of Incorporation / Organization: DE

Receiving Party

Mark if additional names of conveying parties attached

Name: American Capital Strategies, Ltd.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 2 Bethesda Metro Center

Address (line 2): 14th Floor

Address (line 3): Bethesda

MD

20814

City

State / Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other: _____

Citizenship / State of Incorporation / Organization: DE

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

FOR OFFICE USE ONLY

06/02/2000 DNG:YEN 00000088 012510 1147040

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

TRADEMARK
REEL: 002082 FRAME: 0724

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name **Syreeta Anderson**

Address (line 1) **ARNOLD & PORTER**

Address (line 2) **555 12th Street N.W.**

Address (line 3) **Suite 1226.4**

Address (line 4) **Washington, DC 20004-1202**

Pages

Enter the total number of pages of the attached conveyance document including any attachments:

41

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

1147040; 0912940

Number of Properties

Enter the total number of properties involved:

2

Fee Amount

Fee Amount for Properties Listed (37 C.F.R. 3.41)

\$65.00

Method of Payment

Enclosed

Deposit Account

Deposit Account Number: 01-2510

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Erin Brooks, Esq.

Erin Brooks

Name of Person Signing

Signature

Date Signed

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Purchase Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all the Obligations, each Grantor grants a lien and security interest to ACAS in all of its present and future right, title and interest in and to all service marks, trademarks, trademark and service mark registrations, trademark or service mark applications and trade names including, without limitation, the service marks, trademarks, trademark and service mark registrations, trademark or service mark applications and trade names listed on Schedule "A" hereto (the "Trademarks"), all of the such Grantor's rights and obligations pursuant to any license agreements between such Grantor and any other Person or Persons with respect to any Trademarks, subject to the terms of such license agreements, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule "B") attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all items now or hereafter owned by such Grantor covered by such licenses (collectively, the "Licenses"), together with all the goodwill of such Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and all the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, (collectively the "Collateral").

2. Grantors hereby jointly and severally covenant and agree to maintain the Trademarks in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations are indefeasibly paid and satisfied in full and the Security Agreement has been terminated.

3. Each Grantor represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is registered (or in the process of application for registration), and, to the best of such Grantor's knowledge, is valid and enforceable;

(c) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and, except for Liens permitted under Section 7.2(b) of the Purchase Agreement, each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, options, licenses and covenants by any Grantor not to sue third persons;

(d) Except for Liens permitted under Section 7.2(b) of the Purchase Agreement, such Grantor's rights under the Licenses are free and clear of any liens, claims,

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 24th day of April, 2000 by Goldman Industrial Group, Inc., a Delaware corporation ("Goldman"), Bridgeport Machines, Inc., a Delaware corporation ("Bridgeport"), Fellows Corporation, a Delaware corporation ("Fellows"), J&L Metrology Company, Inc., a Delaware corporation ("Metrology"), Jones & Lamson Vermont Corp., a Delaware corporation ("Jones & Lamson"), Bryant Grinder Corporation, a Delaware corporation ("Bryant") and Hill-Loma, Inc., a Delaware corporation ("Hill-Loma", and, together with Goldman, Bridgeport, Fellows, Metrology, Jones & Lamson and Bryant, the "Grantors"), having a mailing address at c/o Goldman Industrial Group, Inc., One Post Office Square, Suite 4100, Boston, MA 02109, and delivered to American Capital Strategies, Ltd. ("ACAS"), a Delaware corporation having an address as 2 Bethesda Metro Center, 14th Floor, Bethesda, MD 20814

BACKGROUND

A. Grantors have entered into that certain Note and Equity Purchase Agreement dated as of even date herewith among the Grantors and Bridgeport Machines, Inc., as loan parties (the "Loan Parties") and ACAS (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. This Agreement is being executed contemporaneously with that certain Security Agreement dated as of even date herewith among the Grantors and ACAS (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Security Agreement"), under which, inter alia, each Grantor is granting ACAS a lien on and security interest in certain assets of such Grantor associated with or relating to products leased or sold or services provided under such Grantor's trademarks and the goodwill associated therewith, as security for the payment and performance of all the Obligations (as defined in the Security Agreement) of all of the Loan Parties, and under which ACAS is entitled to foreclose or otherwise deal with such assets, trademarks, service marks and tradenames under the terms and conditions set forth therein.

C. Pursuant to the Security Agreement, ACAS is acquiring a lien on, and security interest in, and license to use (which license is conditioned upon the occurrence and continuation of an Event of Default) the trademarks, service marks and trade names listed on Schedule "A" attached hereto, together with all the goodwill of such Grantor associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

charges and encumbrances, including, without limitation, pledges, assignments, options and covenants by any Grantor not to sue third persons;

(c) Such Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Such Grantor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks;

(g) Such Grantor has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks, and hereby grants to ACAS and its employees and agents the right (with no obligation of any kind upon ACAS to do so), upon reasonable notice and during normal business hours, to visit such Grantor's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during the regular business hours to ensure such Grantor's compliance with this paragraph 3(g); and

(h) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks.

4. Grantors further covenant that:

(a) Until all of the Obligations have been indefeasibly paid and satisfied in full, no Grantor will enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Grantors' obligations under this Agreement or the Purchase Agreement or which restrict or impair ACAS' right or priorities hereunder.

(b) If any Grantor acquires rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Such Grantor shall give ACAS written notice promptly upon its first use thereof along with an amended Schedule "A".

5. So long as this Agreement is in effect and so long as Grantors have not received notice from ACAS that an Event of Default has occurred and is continuing under the Notes or Purchase Agreement and that ACAS has elected to exercise its rights hereunder, Grantors shall continue to have the exclusive right to use the Trademarks and ACAS shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of ACAS or as may be expressly permitted under the Purchase Agreement

7. Following the occurrence and during the continuance of an Event of Default under the Notes or Purchase Agreement, ACAS, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, may take such action permitted under the Security Agreement, the Purchase Documents, hereunder or under any law, in its exclusive discretion, to foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, each Grantor authorizes and empowers ACAS, its successors and assigns, and any officer or agent of ACAS as ACAS may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for ACAS to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for ACAS to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on such Grantor's behalf a trademark assignment in the form attached hereto as Exhibit 1. Such Grantor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Purchase Documents, and until all the Obligations are indefeasibly paid and satisfied in full and the Security Agreement is terminated.

8. This Agreement shall not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to ACAS shall be in addition to any rights and remedies granted under the Purchase Documents and shall be cumulative. In the event of an inconsistency between this Agreement and the Security Agreement, the language of the Security Agreement shall control.

10. Upon full and unconditional satisfaction of all of the Obligations, ACAS shall execute and deliver to Grantors all documents reasonably necessary to terminate ACAS' security interest in the Trademarks.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by ACAS in connection with the preparation and execution of this Agreement and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing ACAS' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantors on demand by ACAS and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest determined in accordance with Section 8.2(c) of the Purchase Agreement.

12. Subject to any applicable terms of the Security Agreement, Grantors shall have the duty to prosecute diligently any trademark application with respect to the Trademarks

pending as of the date of this Agreement or thereafter to preserve and maintain all rights in the Trademarks, and upon reasonable request of ACAS, Grantors shall make federal application on registrable but unregistered trademarks belonging to Grantors. Any reasonable expenses incurred in connection with such applications shall be borne by Grantors. Grantors shall not abandon any Trademark without the prior written consent of the ACAS.

13. Grantors shall have the right to bring suit in their own name to enforce the Trademarks, in which event ACAS may, if Grantors reasonably deem it necessary, be joined as a nominal party to such suit if ACAS shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantors shall promptly, upon demand, reimburse and indemnify ACAS for all damages, reasonable costs and expenses, including attorneys' fees, incurred by ACAS in the fulfillment of the provisions of this paragraph.

14. If an Event of Default is outstanding under the Notes or Purchase Agreement, ACAS may, without any obligation to do so, complete any obligation of Grantors hereunder, in any Grantor's name or in ACAS' name, but at Grantors' expense, and Grantors hereby agree to reimburse ACAS in full for all reasonable costs and expenses, including attorneys' fees, incurred by ACAS in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Grantors and ACAS nor any failure to exercise, nor any delay in exercising, on the part of ACAS, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of ACAS' rights and remedies with respect to the Trademarks, whether established hereby or by the Purchase Documents, or by any other future agreements between Grantors and ACAS or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Maryland without regard to its otherwise applicable principles of conflicts of laws.

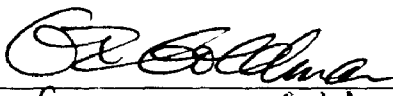
19. Grantors and ACAS each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties under this Agreement.

20. THE OBLIGATIONS SECURED HEREBY AND THE SECURITY INTERESTS GRANTED HEREUNDER ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 24, 2000, AMONG FLEET

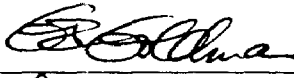
CAPITAL CORPORATION, AS AGENT FOR THE SENIOR LENDERS, ACAS AND THE LOAN PARTIES TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY LOAN PARTIES UNDER AND PURSUANT TO THE LOAN AND SECURITY AGREEMENT DATED AS OF AUGUST 19, 1999 , AND EACH RELATED "LOAN DOCUMENT" (AS DEFINED THEREIN), AND EACH ASSIGNEE HEREUNDER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

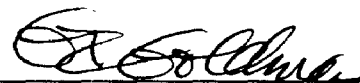
GOLDMAN INDUSTRIAL GROUP, INC.

By: 
Name: Gregory I. Goldman
Title: CEO


BRIDGEPORT MACHINES, INC.

By: 
Name: Gregory I. Goldman
Title: CEO


FELLOWS CORPORATION

By: 
Name: Gregory I. Goldman
Title: CEO

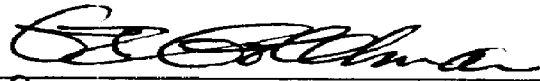
J&L METROLOGY COMPANY, INC.

By: 
Name: Gregory I. Goldman
Title: CEO


JONES & LAMSON VERMONT CORP.

By: 
Name: Gregory I. Goldman
Title: CEO

BRYANT GRINDER CORPORATION

By: 
Name: Gregory I. Goldman
Title: CEO

HILL-LOMA, INC.

By: 
Name: Gregory I. Goldman
Title: CEO

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of Goldman Industrial Group, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that ~~she~~ is CEO of Bridgeport Machines, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that ~~s~~he is CEO of Fellows Corporation; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that s/he is CEO of J&L Metrology Company, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires~~ November 30, 2016

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory J. Goldman to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of Jones & Lamson Vermont Corp.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires

~~My Commission Expires November 30 2000~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that s/he is CEO of Bryant Grinder Corporation; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000, before me personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that s/he is CEO of Hill-Loma, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires~~ **November 30, 2006**

TRADEMARK

TRADEMARK
REEL: 002082 FRAME: 0740

TRADEMARK ASSIGNMENT

WHEREAS, _____ ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith issued under and pursuant to the Power of Attorney.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____, _____.

By: _____
Attorney-in-fact

STATE OF _____ :
 : S.S.
COUNTY OF _____ :

On this _____ day of _____, _____ before me, a Notary Public for the said County and State, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY


GOLDMAN INDUSTRIAL GROUP, INC. ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


BRIDGEPORT MACHINES, INC., ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY

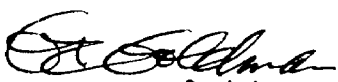
FELLOWS CORPORATION ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


J&L METROLOGY COMPANY, INC. ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000.

By: 
Name: Gregory I. Goldman
Title: CEO

POWER OF ATTORNEY


JONES & LAMSON VERMONT CORP. ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000.

By: 
Name: Gregory J. Goldman
Title: CEO

POWER OF ATTORNEY

BRYANT GRINDER CORPORATION ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000.

By: *B. Goldman*
Name: Bregony I. Goldman
Title: CEO

POWER OF ATTORNEY

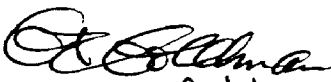
HILL-LOMA, INC ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "ACAS") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and ACAS dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and ACAS, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 20th day of April, 2000.

By: 
Name: Gregory J. Goldman
Title: CEO

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~s/he~~ is CEO of Goldman Industrial Group, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~s~~he is CEO of Bridgeport Machines, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____: SS
COUNTY OF _____:
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of Fellows Corporation, the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory J. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ ^{he} is CEO of J&L Metrology Company, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law, that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alan H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2002

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that ~~s/he~~ is CEO of Jones & Lamson Vermont Corp., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such

Alia H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ :
COUNTY OF _____ :
DISTRICT OF COLUMBIA

SS

On this 18th of April, 2000 personally appeared Gregory I. Goldman, to me known and being duly sworn, deposes and says that ~~she~~ he is CEO of Bryant Grinder Corporation, the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

~~My Commission Expires November 30, 2000~~

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :
DISTRICT OF COLUMBIA

On this 18th of April, 2000 personally appeared Gregory I. Goldman to me known and being duly sworn, deposes and says that ~~she~~ ~~he~~ is CEO of Hill-Loma, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Alva H. Jenkins
Notary Public

My Commission Expires:

My Commission Expires November 30, 2003

SCHEDULE A

BRYANT GRINDER TRADEMARKS¹

Trademark	Registration Number	Registration/Filing Date
BRYANT	2,005,713	10/08/97
ULTRALINE	1,898,589	06/13/05
LECTRALINE	1,661,461	10/22/91
LECTRAFORM ²	1,519,556	01/10/89
LECTRAFLEX	1,519,540	01/10/89
HI-SPEEDPOWER	1,483,082	04/05/88
CENTALIGN	1,110,811	01/09/79
BRYANT and Design	1,014,015	06/24/75
CENTRA-FORM	786,754	03/16/65
LECTO-CAM	730,359	04/24/62
(France) BRYANT and Design	1,464,208	05/09/78

The trademarks may be subject to security interests in favor of third parties.
Lapsed unintentionally and application has been filed for reissue under a new number

SCHEDULE A

FELLOWS CORPORATION TRADEMARKS³

Trademark	Registration Number	Registration/Filing Date	Renewal Date
FELLOWS Austria	2,005,713	10/08/97	05/20/02
FELLOWS Benelux	375,939	09/11/91	09/11/91
FELLOWS Brazil	810,664,606	12/06/93	12/06/03
FELLOWS Canada	270,011	06/11/82	06/11/97
FELLOWS China	229,524 229,508 229,509	06/30/85	06/29/95
FELLOWS Denmark	1200/82	03/19/82	03/19/02
FELLOWS France	1,182,279	07/15/91	07/15/01
FELLOWS Germany	1,045,525	09/30/91	09/30/01
FELLOWS Britain	1,161,839	09/24/92	09/24/02
FELLOWS Britain	1,161,840		
FELLOWS Italy	395,747	01/27/86	01/27/06
FELLOWS Japan	2,296,359	01/31/91	10/31/00
FELLOWS Japan	2,450,976	08/31/92	08/31/02
FELLOWS India	382,642 382,644 382,643	11/03/85	11/03/95
FELLOWS Russia	73,401	09/27/92	09/27/02
FELLOWS Switzerland	314,874	10/20/81	10/20/01
FELLOWS	83876	01/14/93	09/13/02

³ The trademarks may be subject to security interests in favor of third parties.

South Korea			-
FELLOWS	983,704	04/20/82	04/20/02
Spain			
FELLOWS	983,703	03/20/82	03/20/02
Spain			
FELLOWS	548,059	08/16/91	08/16/01
U.S.			
FELLOWS	and 621,257	02/14/76	02/14/92
Design			
U.S.			
HYDROSTROKE	810,672,294	12/29/83	09/20/03
Brazil			
HYDROSTROKE	269,492	05/28/82	05/28/97
Canada			
HYDROSTROKE	1,039,956	08/06/91	08/06/01
Germany			
HYDROSTROKE	395,977	08/20/81	08/20/01
Italy			
HYDROSTROKE	1,180,927	07/16/91	07/16/01
France			
HYDROSTROKE	31,161,153	09/11/81	09/11/02
Great Britain			
HYDROSTROKE	1,738,299	12/20/84	12/20/04
Japan			
HYDROSTROKE	1,163,454	08/04/81	08/04/01
U.S.			
HYDROSTROKE	314,612	09/01/81	09/01/01
Switzerland			

SCHEDULE A

JONES & LAMSON VERMONT CORPORATION TRADEMARKS⁴

Trademark	Registration Number	Registration/Filing Date
TNC	893,660	06/30/70
J & L and Design	522,634	03/21/50
J & L and Design	517,243	11/01/49

The trademarks may be subject to security interests in favor of third parties.

SCHEDULE A

HILTI-LOMA, INC. TRADEMARKS⁵

Trademark	Registration Number	Registration/Filing Date
METAL WORKER H and Design	1147040 0912940	2/13/78 10/27/1969

The trademarks may be subject to security interests in favor of third parties.

SCHEDULE A**BRIDGEPORT MACHINES, INC. TRADEMARKS ⁶**

<u>Mark</u>	<u>Reg./ (Appl.) Number</u>	<u>Reg./ (Filing) Date</u>
ACTIVE EZMILL	(75/285,749)	(5/2/97)
AIR-FLO	1,424,600	1/13/87
AUTOSTEP	1,587,474	3/20/90
BPC 320H	1,603,422	6/26/90
BRIDGEPORT	1,742,918	12/29/92
BRIDGEPORT	(72,452)	1/13/59
DISCOVERY	1,642,431	4/23/91
DISCOVERY TORQ-CUT 22 and Design	1,989,670	7/30/96
EXPLORER	2,069,634	6/10/97
EZ PATH-II	2,034,307	1/28/97
EZ-CAM	1,338,961	6/4/85
EZ-CMM	1,859,114	10/18/94
EZ-MILL	1,595,123	5/8/90
EZ-SURF	1,644,297	5/14/91
EZSURF	2,088,315	8/12/97
EZ-TRAK	2,038,846	2/18/97
EZ-TURN	1,594,029	5/1/90
EZMILLSCRIPT	(75/285,747)	(5/2/97)
EZPATH	1,831,904	4/19/94

⁶ The trademarks may be subject to security interests in favor of third parties.
Note that the majority of the trademarks were assigned to Bridgeport Machines, Inc. or its subsidiaries by Textron.

HARIG	1,444,875	6/30/87
HOGGER	1,608,052	7/31/90
INTERACT	1,361,441	9/24/85
OPENMMCS	(75/285,748)	(5/2/97)
POWERPATH	2,086,548	8/5/97
QUILL MASTER	681,116	6/30/59
SYNCRO-TRACE	696,003	4/12/60

Foreign

<u>Mark</u>	<u>Reg./ (Appl.) No.</u>	<u>Reg./ (Filing) Date</u>
BRIDGEPORT (Australia)	B331,297	4/10/79
BRIDGEPORT (Canada)	243,145	4/18/80
BRIDGEPORT (China)	999,187	5/6/97
BRIDGEPORT (China)	1,005,858	5/13/97
BRIDGEPORT (EC)	(166,835)	(4/1/96)
BRIDGEPORT (France)	1,533,311	4/6/79
BRIDGEPORT-TEXTRON (Germany)	1,052,282	9/23/82
BRIDGEPORT (Hong Kong)	(13,515/95)	(10/24/95)
BRIDGEPORT (Hong Kong)	(13,516/95)	(10/24/95)
BRIDGEPORT Indonesia	267,294	8/22/91
BRIDGEPORT (Italy)	370,146	5/25/79
BRIDGEPORT	1,741,752	1/23/85

(Japan)		
BRIDGEPORT (Japan)	(4-110,774)	(5/7/92)
BRIDGEPORT (South Korea)	70,358	7/16/80
BRIDGEPORT (Malaysia)	648/79	4/26/79
BRIDGEPORT (Mexico)	405,081	1/9/91
BRIDGEPORT (Mexico)	405,082	1/9/91
BRIDGEPORT (Singapore)	B79,964	4/19/79
BRIDGEPORT (Spain)	850,010	11/20/78
BRIDGEPORT (Sweden)	177,941	8/28/81
BRIDGEPORT (Taiwan)	96,716	2/28/78
BRIDGEPORT (United Kingdom)	2,004,487	10/31/94
EZ CAM (EC)	(166,934)	(4/1/96)
EZ CAM BY BRIDGEPORT (Japan)	4,031,341	7/18/97
EZ CAM (United Kingdom)	B1 287,949	10/21/86
EZFEATUREMILL (EC)	(167,007)	(4/1/96)
EZPATH (EC)	(166,884)	(4/1/96)
EZ SURF (Argentina)	(2,024,700)	(3/7/96)
EZ SURF (Brazil)	(819228079)	(5/14/96)
EZ SURF (Canada)	479,720	8/7/97
EZ SURF	480,009	2/19/97

(Chile)		
EZ SURF (China)	1,059,376	7/21/97
EZ SURF (EC)	(167,023)	(4/1/96)
EZ SURF (Germany)	396 15 922	3/30/96
EZ SURF (Italy)	(96 1483)	(5/22/96)
EZ SURF (Japan)	(36,735/96)	(4/8/96)
EZ SURF (Mexico)	531,530	5/8/96
EZ SURF (Singapore)	(2241/96)	(3/11/96)
EZ SURF (United Kingdom)	2,060,293	3/7/96
EZ TRAK (EC)	(166,959)	(4/1/96)
HARIG (Australia)	A315,842	2/17/78
HARIG (Canada)	206,498	4/18/75
HARIG (Estonia)	9,154	3/11/94
HARIG (EC)	(166,983)	(4/1/96)
HARIG (Germany)	1,174,808	12/5/89
HARIG (Georgia)	3768	10/25/96
HARIG (Hong Kong)	1,459	3/4/78
HARIG (Indonesia)	275,579	5/25/92
HARIG (Japan)	1,320,855	2/1/78

HARIG (South Korea)	215,346	6/18/91	-
HARIG (Latvia)	116,480	6/1/93	
HARIG (Lithuania)	10,145	6/1/93	
HARIG (Philippines)	54,252	2/15/93	
HARIG (Russia)	62,643	3/6/78	
HARIG (Singapore)	74,848	2/28/78	
HARIG (Taiwan)	103,654	9/1/78	
HARIG (Thailand)	64,304	2/27/78	
HARIG (Ukraine)	5,056	5/31/94	
HARIG (United Kingdom)	1,022,267	6/18/73	
HARIG and Design (Germany)	1,174,807	12/5/89	
POWERPATH (EC)	(335,349)	(7/30/96)	