

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
GIDDINGS & LEWIS MACHINE TOOLS, LLC

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation  
 Limited Liability Company

Citizenship: Wisconsin  
Execution Date(s) July 29, 2013  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No  
Additional names, addresses, or citizenship attached?  
Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:  
Street Address: 10 South Wacker Drive, 13<sup>th</sup> Floor  
City: Chicago  
State: IL  
Country: USA                                      Zip: 60606

National Banking Association Citizenship: USA  
 General Partnership Citizenship:  
 Limited Partnership Citizenship:  
 Corporation Citizenship:  
 Other \_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment                               Merger  
 Security Agreement                 Change of Name  
 Other

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
**A. Trademark Application No.(s) See Attached Schedule I**  
**B. Trademark Registration No.(s) See Attached Schedule I**  
Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

**5. Name address of party to whom correspondence concerning document should be mailed:**  
Name: Susan O'Brien

Internal Address: CT Lien Solutions  
Street Address: 187 Wolf Road, Suite 101  
City: Albany  
State: NY    Zip: 12205  
Phone Number: 800-342-3676  
Fax Number: 800-962-7049  
Email Address: cls-uds@albany@walterskluwer.com

**6. Total number of applications and registrations involved:** 7

**7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$** 190.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card                              Last 4 Numbers 0974  
Expiration Date 3/17

b. Deposit Account Number  
Authorized User Name:

**9. Signature:** Kareem Ansley    September 30, 2013  
Signature    Date

Kareem Ansley  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 0056496

**Schedule I to  
Trademark Security Agreement**

<b>Trademark Registration Nos.</b>
56496
639322
657107
799488
1393116
1824113
1923323

FIVES - G&L TRADEMARKS

**TRADEMARK  
REEL: 005122 FRAME: 0827**

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**TRADEMARK SECURITY AGREEMENT**

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This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of the 29<sup>th</sup> day of July, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, , pursuant to (a) that certain Credit Agreement, dated as of July 29, 2013 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Domestic Credit Agreement") and (b) that certain EXIM Guaranteed Credit Agreement, dated as of July 29, 2013 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "EXIM Credit Agreement"; and together with the Domestic Credit Agreement, individually and collectively, the "Credit Agreement"), executed, in the case of each Credit Agreement, by and among by and among MAG IAS, LLC, a Delaware limited liability company, ("MAG IAS"; which shall convert to a Delaware corporation and change its legal name to Fives Machining Systems, Inc. upon consummation of the Fives Acquisition Merger (as defined in the Credit Agreement)), and GIDDINGS & LEWIS MACHINE TOOLS, LLC, a Wisconsin limited liability company ("G&L"; and together with MAG IAS, each individually, a "Borrower" and collectively, "Borrowers"), Cincinnati Machine International, LLC, a Delaware limited liability company ("Cincinnati Machine Int'l"); G&L USA, LLC, a Wisconsin limited liability company ("G&L USA", and together with Cincinnati Machine Int'l and G&L, each individually, a "Guarantor" and collectively, "Guarantors"), Agent and the lenders from time to time party thereto (the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 29, 2013 (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security 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 Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured 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 Intellectual Property 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 Intellectual Property 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 Intellectual Property 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 Intellectual Property License.

Notwithstanding the foregoing or anything else contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Property (as defined in the Guaranty and Security Agreement).

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security 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 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 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 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 SECTION 25 OF THE guaranty and SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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.

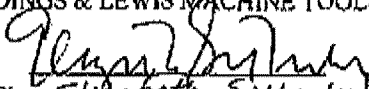
GRANTORS:

GIDDINGS & LEWIS MACHINE TOOLS, LLC

By:

Name:

Title:

  
Elizabeth Sitterly  
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

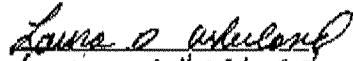
AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By:

Name:

Title:

  
Laura Wheeland  
Vice President