

11-24-1999

MPS 11-19-99
To the Honorable Commissioner of Patent



101206232

documents or copy thereof.

10639 U.S. PTO
11/10/99

1. Name of conveying party(ies):

Goldman Industrial Group, Inc.
Fellows Corporation
Bryant Grinder Corporation
J & L Metrology Company, Inc.
Jones & Lamson Vermont Corp.
Hill-Loma, Inc.
Bridgeport Machines, Inc.



- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporations
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: August 19, 1999

2. Name and address of receiving party(ies):

Name: ING (U.S.) Capital LLC, as agent

Internal Address:

Street Address: 55 East 52nd Street

City: New York State: NY ZIP: 10055

Country:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s).

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 43

7. Total fee (37 CFR 3.41): \$1090.00

Enclosed (Check No. 18095)

Authorized to be charged to deposit account

8. Deposit account number:

Attach duplicate copy of this page if paying by deposit account

11/23/1999 DCDATES 00000025 2005713

01 FC: 01
02 FC: 02

40.00 DP
1050.00 DP

DO NOT USE THIS SPACE

9. 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.

Nora A. Whitescarver
Name of Person Signing

Signature

November 18, 1999
Date

Total number of pages comprising cover sheet and document attachments: 27

TRADEMARK
REEL: 002000 FRAME: 0686

SCHEDULE A

Trademarks of Fellows Corporation

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	Unknown
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 South Korea	83876	01/14/93	09/13/02
FELLOWS Spain	983,704	04/20/82	04/20/02
FELLOWS Spain	983,703	03/20/82	03/20/02
FELLOWS U.S.	548,059	08/16/91	08/16/01
FELLOWS and Design U.S.	621,257	02/14/76	02/14/92
HYDROSTROKE Brazil	810,672,294	12/29/83	09/20/03

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**TRADEMARK
REEL: 002000 FRAME: 0586**

HYDROSTROKE	269 492	05/28/82	05/28/97
Canada			
HYDROSTROKE	1,030,956	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			

TRADEMARK
REEL: 002000 FRAME: 0687

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 19, 1999, is made by GOLDMAN INDUSTRIAL GROUP, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Company" and, a "Grantor"); each of the Subsidiaries of the Company identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereto (individually, a "Grantor" and, collectively, with the Company, the "Grantors" or, the "Obligors"), in favor of ING (U.S.) Capital LLC ("ING Barings"), as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties.

The Obligors, the Lenders and the Agent have entered into that certain Credit Agreement, dated as of August 19, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, each of the Subsidiaries of the Parent that is a signatory thereto, each of the lenders that is a signatory thereto or that, pursuant to Section 12.06(b) thereof, shall become a "Lender" thereunder (individually, a "Lender" and, collectively, the "Lenders") and the Agent, pursuant to which the Lender Parties have extended Commitments to make Loans to the Company;

In connection with the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated as of August 19, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

As a condition precedent to the making of the Commitments and the Loans under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

Each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make Loans to the Company pursuant to the Credit Agreement, and to induce the Lender Parties to enter into Interest Rate Protection Agreements, each Grantor agrees, for the benefit of each Lender Party, as follows

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

- (a) all trademarks, trade names, corporate names, Company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Obligations, the termination of all Interest Rate Protection Agreements between the Company and any Lender and the termination of all Commitments, the Agent shall, at each Grantor's expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Basic Document, etc. This Agreement is a Basic Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

GOLDMAN INDUSTRIAL GROUP, INC.

By: *Gregory I. Goldman*

Name: Gregory I. Goldman

Title: President, Chief Executive Officer,
Treasurer and Director

SUBSIDIARY GUARANTORS

FELLOWS CORPORATION

By: *Gregory I. Goldman*

Name: Gregory I. Goldman

Title: Chief Executive Officer,
Senior Vice President

BRYANT GRINDER CORPORATION

By: *Gregory I. Goldman*

Name: Gregory I. Goldman

Title: Chief Executive Officer,
Senior Vice President

J & L METROLOGY COMPANY, INC.

By: *Gregory I. Goldman*

Name: Gregory I. Goldman

Title: Chief Executive Officer,
Senior Vice President

JONES & LAMSON VERMONT CORP.

By: *Gregory I. Goldman*

Name: Gregory I. Goldman

Title: Chief Executive Officer,
Senior Vice President

HILL-LOMA, INC.

By: *Gregory I. Goldman*

Name: Gregory I. Goldman

Title: Chief Executive Officer,
Senior Vice President

Item A. Trademarks

Registered Trademarks

*Country Trademark Registration No. Registration Date

Pending Trademark Applications

*Country Trademark Serial No. Filing Date

Trademark Applications in Preparation

*Country Trademark Docket No. Expected Filing Date Products/ Services

Item B. Trademark Licenses

*Country or Territory Trademark Licensor Licensee Effective Date Expiration Date

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

SCHEDULE A**Trademarks of Bryant Grinder**

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*	1,519,556	01/10/89
CENTALIGN	1,110,811	01/09/79
BRYANT and Design	1,014,015	06/24/75
CENTA-FORM	786,754	03/16/65
LECTRO-CAM	730,359	04/24/62
(France) BRYANT and Design	1,464,208	05/09/78

* Lapsed unintentionally and application has been filed for reissue under a new number.

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TRADEMARK
REEL: 002000 FRAME: 0592

SCHEDULE A

Trademarks of Jones & Lamson Vermont Corporation

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

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TRADEMARK
REEL: 002000 FRAME: 0593

SCHEDULE A

Trademarks of Hill-Loma, Inc.

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

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TRADEMARK
REEL: 002000 FRAME: 0594

SCHEDULE A**Trademarks of Bridgeport Machines, Inc. *****(a) Trademarks**

Mark	Reg./ (Appl.) No.	Reg./ (Filing) Date
ACTIVE EZMILL	(75 285,749)	(5/2/97)
AIR-FLO	1,424,600	1/13/87
AUTOSTEP	1,537,474	3/20/90
BPC 320H	1,603,422	6/26/90
BRIDGEPORT	1,742,918	12/29/92
BRIDGEPORT	672,452	1/13/59
DISCOVERY	1,642,431	4/23/91
DISCOVERY TORQ-CUT 22 and Design	1,989,670	7/30/96
EXPLORER	2,009,634	6/10/97
EZ PATH-II	2,014,307	1/28/97
EZ-CAM	1,318,961	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	2,018,846	2/18/97
EZ-TURN	1,594,029	5/1/90
EZMILLSCRIPT	(75 285,747)	(5/2/97)
EZPATH	1,811,904	4/19/94
HARIG	1,444,875	6/30/87

* Note that the majority of the trademarks were assigned to Bridgeport Machines, Inc. or its subsidiaries by Textron.

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TRADEMARK
REEL: 002000 FRAME: 0595

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 (Japan)	1,741,752	1/23/85
BRIDGEPORT (Japan)	(4-110,774)	(5/7/92)
BRIDGEPORT (South Korea)	70,358	7/16/80
BRIDGEPORT (Malaysia)	648/79	4/26/79

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TRADEMARK
REEL: 002000 FRAME: 0596

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 (Chile)	480,009	2/19/97
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

TRADEMARK
REEL: 002000 FRAME: 0597

EZ SURF (Singapore)	(2,241,96)	(3/11/96)
EZ SURF (United Kingdom)	2,060,293	3/7/96
EZ TRAK (EC)	(1,06,959)	(4/1/96)
HARIG (Australia)	A,315,842	2/17/78
HARIG (Canada)	206,498	4/18/75
HARIG (Estonia)	9,154	3/11/94
HARIG (EC)	(1,06,983)	(4/1/96)
HARIG (Germany)	1,174,808	12/5/89
HARIG (Georgia)	3708	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)	M16,480	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

TRADEMARK
REEL: 002000 FRAME: 0598

HARIG and Design (Germany)	1,174,807	12/5/89
POWERPATH (EC)	(335,349)	(7/30/96)

Trademark Licenses:

Agreement in Furtherance of the Joint Venture Agreement between Bridgeport Machines, Inc. and P.T. Bridgeport Perkasa Machine Tools (the Indonesian Joint Venture Agreement) for the license, manufacture and sale of Bridgeport's current mill model and EZ-TRAK, dated January 27, 1997. The agreement provides for Bridgeport to license the exclusive right to manufacture and/or assemble only on its own premises certain machinery and to sell the machinery using the Bridgeport logo. There is a royalty fee arrangement between Bridgeport and Perkasa on the sales revenue of the licensed products. The agreement shall expire five (5) years from the date of commercial production period, but may be extended upon mutual agreement.

**TRADEMARK
REEL: 002000 FRAME: 0599**

BRIDGEPORT MACHINES, INC.

By: 
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

ING (U.S.) CAPITAL LLC,
as Agent

By _____
Name:
Title:

BRIDGEPORT MACHINES, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

ING (U.S.) CAPITAL LLC.
as Agent

By *Robert C. Bell*
Name:
Title:

24157841

RECORDED: 11/19/1999

TRADEMARK
REEL: 002000 FRAME: 0601