

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giddings & Lewis, LLC		11/01/2002	COMPANY:

RECEIVING PARTY DATA	
Name:	G & L USA, LLC
Street Address:	142 Doty Street
City:	Fond du Lac
State/Country:	WISCONSIN
Postal Code:	54936
Entity Type:	COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1566814	PIC409
Registration Number:	1525355	PIC49
Registration Number:	1619641	PICGRIND
Registration Number:	1619484	PICLINK
Registration Number:	1615560	PICLOCK
Registration Number:	1551651	PICMOTION
Registration Number:	2488640	MMC
Registration Number:	2466486	EXPERTS IN MOTION

CORRESPONDENCE DATA	
Fax Number:	(414)297-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414 271 2400
Email:	ptomailmilwaukee@foley.com
Correspondent Name:	Richard J. McKenna
Address Line 1:	777 East Wisconsin Avenue

CH \$215.00 1566814

Address Line 2: Foley & Lardner LLP
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Jennifer Vandenplas
Signature:	/Jennifer Vandenplas/
Date:	06/24/2005

Total Attachments: 8
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CAPITAL CONTRIBUTION AND
ASSUMPTION OF LIABILITIES AGREEMENT

CAPITAL CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT (this "Agreement") entered into as of November 1, 2002 between Giddings & Lewis, LLC, a Wisconsin limited liability company ("Member"), and G & L USA, LLC, a Wisconsin limited liability company ("Company").

WHEREAS, Member believes it to be in the best interests of Company to restructure its operations in order to separate its operating divisions for the purposes of isolating potential liabilities and maximizing management and operational efficiencies;

WHEREAS, Member desires to ~~transfer and assign to Company as a capital contribution~~ substantially all of its assets in exchange for the entire ownership interest in Company;

WHEREAS, Company desires to assume substantially all of the liabilities and obligations of Member as an inducement for Member to make its capital contribution; and

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Contribution of Assets. Pursuant to and subject to the terms and conditions of this Agreement, Member hereby assigns and transfers to Company its right, title and interest in and to all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Member other than the excluded assets described on Schedule A hereto (the "Contributed Assets") in exchange for all 1,000 of the authorized units of membership interest in Company. The Contributed Assets shall include, but not be limited to, the assets described on Schedule B hereto. Member shall be the sole member of Company. To the extent that any contract included in the Contributed Assets is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Member agrees to use its reasonable best efforts (without any requirement to pay any money or agree to any change in the terms of any such contract) to obtain the consent of such other party to the assignment of any such contract to Company in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, Member and Company agree to cooperate in any reasonable arrangement designed to provide for Company the benefits intended to be assigned to Company under the relevant contract. If and to the extent that such arrangement cannot be made, Company shall have no obligation pursuant to this Agreement or otherwise with respect to any such contract and any such contract shall not be deemed to be a Contributed Asset hereunder.

2. Assumption of Liabilities. Pursuant to and subject to the terms and conditions of this Agreement, Company hereby assumes and agrees to pay, perform and discharge, as and when due, all debts, liabilities or obligations of Member, whether fixed or contingent, liquidated or unliquidated, known or unknown, whether arising prior to, on or after the date hereof, including, but not limited to, debts, liabilities and obligations resulting from, arising out of or incurred with respect to environmental, workers compensation and products liability matters but excluding the retained debts, liabilities and obligations of Member described on Schedule C hereof (the "Assumed Liabilities") or, with respect to the Giddings & Lewis Retirement Plan, described in paragraph 4 below.

3. Indemnification by Company. Company, and its subsidiaries, and their respective successors and assigns, shall indemnify, defend and hold harmless Member and its affiliated entities, including but not limited to ThyssenKrupp USA, Inc., and their respective successors and assigns, and their respective shareholders, members, officers, directors, managers and/or employees from and against any and all liabilities, obligations, losses, costs, expenses, claims, actions, suits, proceedings, and expense and cost of defense thereof, including reasonable attorneys' fees and expenses, resulting from, arising out of or incurred with respect to (a) the Assumed Liabilities and (b) any guaranty relating to workers compensation bonds or other bonds issued by any affiliated entity of Member, including but not limited to ThyssenKrupp USA, Inc., for the benefit of Member.

4. Employees and Retirement Plans. Company agrees to hire, directly or through one or more wholly owned subsidiaries, substantially all employees of Member within six (6) months of the date of this Agreement. Company agrees, on behalf of itself and any wholly owned subsidiaries employing such employees, to adopt the Giddings & Lewis Retirement Plan and the Giddings & Lewis Retirement Savings Plan, as participating employers, as of the date of this Agreement. Member shall retain sponsorship of the Giddings & Lewis Retirement Plan and the Giddings & Lewis Retirement Savings Plan and shall designate Company and its wholly owned subsidiaries as participating employers in such plans as of the date of this Agreement. Member shall retain, with respect to the Giddings & Lewis Retirement Plan, liability for its prepaid pension cost, accrued pension cost, and additional minimum pension liability, and shall also retain any related intangible pension asset. Pension expense will continue to be apportioned to participating employers in accordance with current practice.

5. Authorization of Member. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized and approved by Member, and no other acts or proceedings of Member are necessary to authorize and approve the execution, delivery and performance of this Agreement and the transaction contemplated hereby. This Agreement has been duly executed and delivered by Member and constitutes the legal, valid and binding agreement of Member, enforceable against Member in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

6. Authorization of Company. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized and approved by the member of Company, and no other acts or proceedings of

Company are necessary to authorize and approve the execution, delivery and performance of this Agreement and the transaction contemplated hereby. This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

7. Further Assurances. Member hereby agrees to execute and deliver to Company such documents and to take such other action as may be reasonably necessary in order to consummate more effectively the assignment and transfer of the Contributed Assets contemplated hereby and to vest in Company good, valid and marketable title to the Contributed Assets. Company hereby agrees to execute and deliver to Member such documents and to take such other action as may be reasonably necessary in order to consummate more effectively the assumption of the Assumed Liabilities.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to its choice of law provisions.

9. Headings. Section headings are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

10. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns. Subject to the foregoing sentence, no person not a party hereto shall have any right under or by virtue of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

MEMBER:

GIDDINGS & LEWIS, LLC

By: Nancy L Hutcherson
Name: Nancy L Hutcherson
Title: Secretary

COMPANY:

G & L USA, LLC

By: Stephen M Peterson
Name: Stephen M. Peterson
Title: President

SCHEDULE B

List of Contributed Assets

1. B-1 Tangible Property
2. B-2 Real Property
3. B-3 Intellectual Property
4. B-4 Contractual Rights
5. B-5 Other Assets

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

Mark	Owner	Country	Status	Appl. No.	Fil. Date	Reg. No.	Reg. Date	Docket No.

PIC409	GIDDINGS & LEWIS, LLC	United States of America	Registered	73/714006	2/29/88	1566814	11/21/89	060976-0244
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Goods: Class 9: ELECTRONIC PROGRAMMABLE CONTROLLERS FOR PROCESS AND MACHINE CONTROL IN INDUSTRIAL APPLICATIONS.

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

Mark	Owner	Country	Status	Appl. No.	Fil. Date	Reg. No.	Req. Date	Docket No.
PIC49	GIDDINGS & LEWIS, LLC	United States of America	Registered	73/714005	2/29/88	1525355	2/21/89	060976-0246
Goods: Class 9: ELECTRONIC PROGRAMMABLE CONTROLLERS FOR PROCESS AND MACHINE CONTROL IN INDUSTRIAL APPLICATIONS.								
PICGRIND	GIDDINGS & LEWIS, LLC	United States of America	Registered	74/017316	1/8/90	1619641	10/30/90	060976-0247
Goods: Class 9: COMPUTER PROGRAMS FOR USE IN THE FIELD OF MACHINE TOOL CONTROLS.								
PICLNK (STYLIZED)	GIDDINGS & LEWIS, LLC	United States of America	Registered	73/714009	2/29/88	1619484	10/30/90	060976-0248
Goods: Class 9: COMPUTER PROGRAMS AND CIRCUIT BOARDS SOLD AS A UNIT FOR FUNCTIONALLY CONNECTING ELECTRONIC PROGRAMMABLE CONTROLLERS USED TO PROVIDE REAL TIME CONTROL OF INDUSTRIAL MACHINERY TO PERSONAL COMPUTERS AND NOT USE FOR ORDER ENTRY OR INVENTORY CONTROL.								
PICLOCK	GIDDINGS & LEWIS, LLC	United States of America	Registered	74/017315	1/8/90	1615560	10/2/90	060976-0249
Goods: Class 9: COMPUTER PROGRAMS FOR USE IN THE FIELD OF MACHINE TOOL CONTROLS.								
PICMOTION (STYLIZED)	GIDDINGS & LEWIS, LLC	United States of America	Registered	73/714008	2/29/88	1551651	8/15/89	060976-0250
Goods: Class 9: COMPUTER PROGRAMS AND CIRCUIT BOARDS SOLD AS A UNIT FOR FUNCTIONALLY CONNECTING ELECTRONIC PROGRAMMABLE CONTROLLERS USED TO PROVIDE REAL TIME CONTROL OF INDUSTRIAL MACHINERY TO PERSONAL COMPUTERS.								

Oct 31, 2002

Giddings & Lewis LLC Active Worldwide Trademarks

Client Number: 060976 Giddings & Lewis LLC

MMC	GIDDINGS & LEWIS, LLC	United States of America	Registered	75/738863	6/29/99	2488640	9/1/01	060976-0334
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Goods: Class 9: COMPUTER AND ELECTRONIC PROGRAMMABLE INDUSTRIAL CONTROLS FOR MACHINES, EXCEPT PAPER MAKING MACHINES, USED IN THE AUTOMATED INSPECTION AND MEASUREMENT, CONVEYOR AND TRANSFER SYSTEMS, AUTOMATED ASSEMBLY EQUIPMENT, AUTOMATED FASTENERS, AUTOMATIC ROLL FEEDERS, MACHINE TOOLS, MATERIAL HANDLING, PACKAGING MACHINERY, ROBOTICS, WOOD WORKING, PLASTIC WORKING, PRINTING, RUBBER, SEMICONDUCTOR PROCESSING AND FABRICATING, TEXTILES AND APPAREL, AND E-Y POSITION TABLE INDUSTRIES.

EXPERTS IN MOTION	GIDDINGS & LEWIS, LLC	United States of America	Registered	75/762178	7/28/99	2466486	7/3/01	060976-0335
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Goods: Class 9: HARDWARE AND SOFTWARE COMPUTER NUMERICAL CONTROLS FOR OPERATING VARIOUS MACHINES.