

05-06-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION
TRADEMARK REGISTRATION
102996500

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):

MAG International Industrial Automation Systems, S.a.r.l.
MAG International Holdings, S.a.r.l.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Companies
- Association
- Limited Partnership

Citizenship (see guidelines) Luxembourg

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/03/2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SILVER POINT FINANCE, LLC

Internal

Address: _____

Street Address: Two Greenwich Plaza

City: Greenwich

State: Connecticut

Country: USA Zip: 06830

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/121,669

B. Trademark Registration No.(s)
1,864,186 2,265,444 2,726,930
2,721,173 1,899,581

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: Howard E. Silverman

Internal Address: Greenberg Traurig, LLP
Suite 2500

Street Address: 77 W. Wacker Drive

City: Chicago

State: IL Zip: 60601-1732

Phone Number: (312) 456-5202

Fax Number: (312) 456-8435

Email Address: silvermanh@gtlaw.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2428
Authorized User Name Howard E. Silverman

9. Signature:

Howard E. Silverman
Signature

April 29, 2005
Date

Howard E. Silverman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 35

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/05/2005 GT0N11 00000004 1864186

01 FC:8521
02 FC:8522

40.00 OP
275.00 OP

TRADEMARK
REEL: 003156 FRAME: 0621

5-4-0

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MAY 11 PM 2:34
OPR/ FINANCE

Continuation of Item No. 1

Name of conveying party(ies)

"Caroline" Einhundertdritte
Vermögensverwaltungsgesellschaft - Limited Liability Company
Lamb Technicon, Ltd. – Corporation
Cincinnati Machine Limited – Corporation
Lamb Technicon Limited – Corporation
MAGUS GmbH – Limited Liability Company
MAGIP GmbH – Limited Liability Company
Cincinnati Machine Korea Corp. – Corporation

Citizenship

Germany
Canada
England
England
Switzerland
Switzerland
South Korea

Continuation of Item No. 4

B. Trademark Registration No.(s)

2,444,162
2,381,209
2,440,168
2,378,990
2,385,063
889,688

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Patent and Trademark Security Agreement"), dated as of April 3, 2005, is made by MAG International Industrial Automation Systems, S.á.r.l., a limited liability company formed under the laws of Luxemborg (the "Borrower"), MAG International Holdings, S.á.r.l., a limited liability company formed under the laws of Luxembourg ("MAG-Lux"), "Caroline" Einhundertdritte Vermögensverwaltungsgesellschaft mbH, a limited liability company organized under the laws of Germany, registered in commercial register of the Hamburg local court under HRB 93117 ("Caroline"), Lamb Technicon, Ltd, a corporation registered in Ontario, Canada under Number 6940651 ("Lamb-Can"), Cincinnati Machine Limited, a company registered in England and Wales under Number 5322930 ("CML"), Lamb Technicon Limited, a company registered in England and Wales under Number 5334478 ("Lamb-UK"), MAGUS GmbH, a limited liability company formed under the laws of Switzerland ("MAGUS"), MAGIP GmbH, a limited liability company formed under the laws of Switzerland ("MAGIP"), and Cincinnati Machine Korea Corp., a Korean corporation ("Lamp-Korea") (collectively, "Grantors" and each, a "Grantor"), in favor of SILVER POINT FINANCE, LLC, a Delaware limited liability company, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit and Guaranty Agreement described below ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantors and Silver Point Finance, LLC, a Delaware limited liability company, as Agent for itself and the other Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to the Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations; and

WHEREAS, each of the Grantors is a Credit Party under the Credit Agreement and affiliated by common ownership with each of the other Grantors; and

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, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** (a) To secure the prompt and complete payment, when due, and performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien (as applicable) upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its now owned and hereafter acquired or arising and filed patents and patent applications ("Patents"), including without limitation, each patent and application listed on Schedule I hereto;

(ii) all of its Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(iii) all of its now owned and hereafter acquired or arising and filed trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications ("Trademarks"), including without limitation, common law rights and each mark, registration and application listed on Schedule II hereto;

(iv) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(v) all reissues, continuations, divisions, renewals or extensions of the foregoing;

(vi) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and

(vii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Intellectual Property Collateral, and (B) injury to the goodwill associated with any Intellectual Property Collateral.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. **REPRESENTATIONS AND WARRANTIES.** Each Grantor, jointly and severally, represents and warrants that , as of the Closing Date, each Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an

application with the United States Patent and Trademark Office, or its foreign equivalents, as applicable, each Patent and each License is listed, together with application or registration numbers, as applicable, in Schedule I and Schedule II, respectively, hereto. Each Grantor, jointly and severally, represents and warrants that, except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, all Patents and Trademarks which are necessary or material to the operations of such Grantor have been registered or are pending with the United States Patent and Trademark Office or its foreign equivalents, as applicable. Each Patent granted by and each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents is valid and enforceable, has not been adjudged invalid or unenforceable, in whole or in part, and is not at this time the subject of any challenge to its validity or enforceability except for arguments submitted by the United States Patent and Trademark Office, or its foreign equivalents in the ordinary course of prosecuting the patents or as set forth in Disclosure Schedule 3.15 to the Credit Agreement. Each Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Except as set forth in Disclosure Schedule (3.15) to the Credit Agreement, no Grantor is aware of any infringement claim by any other Person with respect to any of the Intellectual Property Collateral. This Patent and Trademark Security Agreement is effective to create a valid and continuing security interest in and Lien on (as applicable) and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Patent and Trademark Security Agreement with the United States Patent and Trademark Office within ninety (90) days of the creation of each security interest, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on (as applicable) Grantor's Patents and Trademarks shall have been duly taken.

The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COVENANTS.** The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of such Grantor contained in the Security Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein. Grantors shall have the duty to prosecute diligently any applications to register any of the Intellectual Property Collateral, and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property Collateral. Any expenses incurred in connection with the

Intellectual Property Collateral shall be borne solely by Grantors. Grantors shall not abandon any Intellectual Property Collateral without the prior written consent of Lenders.

5. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. **REINSTATEMENT.** This Patent and Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Patent and Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex H to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.10 of the Credit Agreement), and given in the manner required by Section 12.10 of the Credit Agreement.

8. **ADDITIONAL GRANTORS.** The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Patent and Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Patent and Trademark Security Agreement shall be fully

effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. **TERMINATION OF THIS SECURITY AGREEMENT.** Subject to Section 6 hereof, this Patent and Trademark Security Agreement shall terminate upon the Termination Date. Upon the Grantor's request, the Agent and/or the Lenders shall within a reasonable time after any such termination execute and deliver to the Grantors such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

10. **NO STRICT CONSTRUCTION.** The parties hereto have participated jointly in the negotiation and drafting of this Patent and Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Patent and Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Patent and Trademark Security Agreement. This Patent and Trademark Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Patent and Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Credit Agreement, the provision in the Credit Agreement shall govern and control.

11. **ADVICE OF COUNSEL.** Each of the parties represents to each other party hereto that it has discussed this Patent and Trademark Security Agreement with its counsel.

12. **REQUESTED RECORDATION.** The Grantors authorize and request that the United States Patent and Trademark Office (and any state, foreign or other authority to which this Patent and Trademark Security Agreement is submitted) record this Patent and Trademark Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Intellectual Property Collateral.

13. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW, AND EACH PARTY EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.**

14. **POWER OF ATTORNEY.** The Grantors hereby irrevocably grant to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantors' attorney-in-fact, with full authority in the name, place and stead of each such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Patent and Trademark Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantors' approval thereof or signature thereto) Schedule I hereof, as appropriate and as otherwise permitted herein, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantors after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantors no longer have or claim any right, title or interest; and

(b) To execute any document required to acknowledge, register or perfect the security interest of the Agent and the Lenders in any part of the Intellectual Property Collateral without the signature of such Grantors unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated, at which time the foregoing power of attorney shall also terminate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.


**MAG INTERNATIONAL INDUSTRIAL
AUTOMATION SYSTEMS, S.À.R.L.**

By: 
Name: Moshe Meidar
Title: Manager

**MAG INTERNATIONAL HOLDINGS,
S.À.R.L.**

By: 
Name: Moshe Meidar
Title: Manager

**"CAROLINE" EINHUNDERTDRITTE
VERMÖGENSVERWALTUNGS-
GESELLSCHAFT MBH**

By: 
Name: James Benjamin
Title: Executive Vice President

LAMB TECHNICON, LTD.

By: 
Name: James Benjamin
Title: Executive Vice President

CINCINNATI MACHINE LIMITED

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

LAMB TECHNICON LIMITED

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

MAGUS GMBH

By: James Benjamin
Name: James Benjamin
Title: Attorney-In-Fact

MAGIP GMBH

By: James Benjamin
Name: James Benjamin
Title: Attorney-In-Fact

CINCINNATI MACHINE KOREA CORPORATION

By: James Benjamin
Name: James Benjamin
Title: Executive Vice President

Acknowledged and Agreed:

SILVER POINT FINANCE, LLC, as Agent

By: Silver Point Capital, L.P., its
managing member

By: Silver Point Capital
Management, LLC, its
general partner

By: Edward A. Mulé

Name: Edward A. Mulé

Title: Managing Member

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Cincinnati UK Trademarks and Trademark Applications

SSL-DOCS2 70216308v1

Friday, February 18, 2005

Trademark List

Page: 1

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number / Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|--------------------|---------------------------------------|-------------|-------------|------------|----------------------------------|--------------------------|--------------|----------------|
| ARROW | CUK | | CUKT-9311 | Registered | 634549 | 634549 | 11-Jul-2014 | |
| Country: Australia | Owner: UNOVA Industrial Automation Sy | | | | 11-Jul-1994 | 11-Jul-1994 | | |
| ARROW | CUK | | CUKT-9311 | Registered | AM3366/94 | 155747 | 14-Dec-2014 | |
| Country: Austria | Owner: UNOVA Industrial Automation Sy | | | | 08-Jul-1994 | 29-Dec-1994 | | |
| ARROW | CUK | | CUKT-9311 | Registered | 830000 | 553697 | 05-Jul-2014 | |
| Country: Benelux | Owner: UNOVA Industrial Automation Sy | | | | 05-Jul-1994 | 05-Jul-1994 | | |
| ARROW | CUK | | CUKT-9311 | Registered | 760907 | 465004 | 25-Oct-2011 | |
| Country: Canada | Owner: UNOVA Industrial Automation Sy | | | | 04-Aug-1994 | 25-Oct-1996 | | |
| ARROW | CUK | | CUKT-9311 | Registered | 94070925 | 860358 | 06-Aug-2006 | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | | 20-Jul-1994 | 07-Aug-1996 | | |
| ARROW | CUK | | CUKT-9311 | Registered | 5353/94 | 6969/94 | 14-Oct-2014 | |
| Country: Denmark | Owner: UNOVA Industrial Automation Sy | | | | 02-Aug-1994 | 14-Oct-1994 | | |
| ARROW | CUK | | CUKT-9311 | Registered | 94/529447 | 94/529447 | 19-Jul-2014 | |
| Country: France | Owner: UNOVA Industrial Automation Sy | | | | 19-Jul-1994 | 19-Jul-1994 | | |
| ARROW | CUK | | CUKT-9311 | Registered | C47186/7W | 2901154 | 07-Jul-2014 | |
| Country: Germany | Owner: UNOVA Industrial Automation Sy | | | | 07-Jul-1994 | 02-Feb-1995 | | |
| ARROW | CUK | | CUKT-9311 | Pending | 725158 | | | |
| Country: India | Owner: UNOVA Industrial Automation Sy | | | | 15-May-1996 | | | |
| ARROW | CUK BLR | | CUKT-9311 | Registered | 342725 | 342725 | 01-Aug-2014 | |
| Country: Indonesia | Owner: UNOVA Industrial Automation Sy | | | | 01-Aug-1994 | 31-Aug-1995 | | |
| ARROW | CUK | | CUKT-9311 | Registered | 94C002022 | 684269 | 18-Jul-2014 | |
| Country: Italy | Owner: UNOVA Industrial Automation Sy | | | | 18-Jul-1994 | 25-Jul-1996 | | |

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Trademark List

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| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number / Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|-----------------------------------|---------------------------------------|-------------|-------------|------------|----------------------------------|--------------------------|--------------|----------------|
| ARROW | CUK | | CUKT-9311 | | 71996/1994 | | | |
| Country: Japan | Owner: UNOVA Industrial Automation Sy | | | Pending | 15-Jul-1994 | | | |
| ARROW | CUK | | CUKT-9311 | | 94-28177 | 365321 | 16-Jun-2006 | |
| Country: Korca, Republic of | Owner: UNOVA Industrial Automation Sy | | | Registered | 14-Jul-1994 | 16-Jun-1996 | | |
| ARROW | CUK | | CUKT-9311 | | MA/7257/94 | | | |
| Country: Malaysia | Owner: UNOVA Industrial Automation Sy | | | Pending | 12-Aug-1994 | | | |
| ARROW | CUK | | CUKT-9311 | | 208460 | 528137 | 15-Aug-2014 | |
| Country: Mexico | Owner: UNOVA Industrial Automation Sy | | | Registered | 15-Aug-1994 | 08-Aug-1996 | | |
| ARROW | CUK BLR | | CUKT-9311 | | | T94/06483E | 26-Jul-2014 | |
| Country: Singapore | Owner: UNOVA Industrial Automation Sy | | | Registered | | 26-Jul-1994 | | |
| ARROW | CUK | | CUKT-9311 | | 4665/94.8 | 422928 | 08-Jul-2014 | |
| Country: Switzerland | Owner: UNOVA Industrial Automation Sy | | | Registered | 08-Jul-1994 | 20-May-1996 | | |
| ARROW | CUK | | CUKT-9311 | | 83-052515 | | | |
| Country: Taiwan | Owner: UNOVA Industrial Automation Sy | | | Pending | 12-Aug-1994 | | | |
| ARROW | CUK | | CUKT-9311 | | 272774 | 28836 | 22-Sep-2014 | |
| Country: Thailand | Owner: UNOVA Industrial Automation Sy | | | Registered | 23-Sep-1994 | 12-May-1995 | | |
| ARROW | CUK | | CUKT-9311 | | 272774 | | | |
| Country: Togo | Owner: UNOVA Industrial Automation Sy | | | Pending | 23-Sep-1994 | | | |
| ARROW | CUK | | CUKT-9311 | | 1579776 | 1579776 | 24-Jul-2011 | |
| Country: United Kingdom | Owner: UNOVA Industrial Automation Sy | | | Renewed | 24-Jul-1994 | 24-Jul-1994 | | |
| ARROW | CUK | | CUKT-9311 | | 74/416092 | 1864186 | 22-Nov-2014 | 21-Mar-1994 |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | | Registered | 23-Jun-1993 | 22-Nov-1994 | | |

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Trademark List

Page: 3

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number / Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|-----------------------------------|---------------------------------------|-------------|-------------|------------|----------------------------------|--------------------------|--------------|----------------|
| ARROW | CUK | BLR | CUKT-9311-1 | Pending | 970027671 31-Mar-1997 | | | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | | | | | |
| DART | CUK | | CUKT-0003 | Pending | 9700132233 11-Dec-1997 | | | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | | | | | |
| DART | CUK | | CUKT-0003 | Registered | 672576 11-Nov-1997 | 672576 17-Apr-2000 | 11-Nov-2007 | |
| Country: European Community | Owner: UNOVA Industrial Automation Sy | | | | | | | |
| Classes: 7 | | | | | | | | |
| <u>Designated Countries</u> | | | | | | | | |
| AT | Registered | | | | | | | |
| BX | Registered | | | | | | | |
| DE | Registered | | | | | | | |
| DK | Registered | | | | | | | |
| ES | Registered | | | | | | | |
| FI | Registered | | | | | | | |
| FR | Registered | | | | | | | |
| GB | Registered | | | | | | | |
| GR | Registered | | | | | | | |
| IE | Registered | | | | | | | |
| IT | Registered | | | | | | | |
| PT | Registered | | | | | | | |
| SE | Registered | | | | | | | |
| FTV | CUK | | CUKT-0205 | Registered | 76/436154 31-Jul-2002 | 2721173 03-Jun-2003 | 03-Jun-2013 | 18-Mar-2002 |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | | | | | | |

Friday, February 18, 2005

Trademark List

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| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number / Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|-----------------------------------|---------------------------------------|-------------|-------------|------------|----------------------------------|--------------------------|--------------|----------------|
| HAWK | CUK | | CUKT-9708 | Registered | | 1609811 | 27-Jul-2011 | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | | 75/296800 | 2265444 | 27-Jul-2009 | 21-Oct-1997 |
| HAWK | CUK | | CUKT-9708 | Registered | | | | |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | | | 22-May-1997 | 27-Jul-1999 | | |
| LANCER | CUK | | CUKT-9303 | Registered | 826401 | 552871 | 29-Apr-2014 | |
| Country: Benelux | Owner: UNOVA Industrial Automation Sy | | | | 29-Apr-1994 | 29-Apr-1994 | | |
| LANCER | CUK | | CUKT-9303 | Registered | | | 03-Sep-2006 | |
| Country: Brazil | Owner: UNOVA Industrial Automation Sy | | | | 08-Jul-1994 | 03-Sep-1996 | | |
| LANCER | CUK | | CUKT-9303 | Registered | 756006 | 441698 | 31-Mar-2010 | |
| Country: Canada | Owner: UNOVA Industrial Automation Sy | | | | 03-Jun-1994 | 31-Mar-1995 | | |
| LANCER | CUK | | CUKT-9303 | Registered | 94070924 | | | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | Pending | 20-Jul-1994 | | | |
| LANCER | CUK | | CUKT-9303 | Registered | 94/520935 | 94/520935 | 19-Jul-2014 | |
| Country: France | Owner: UNOVA Industrial Automation Sy | | | | 19-May-1994 | 19-May-1994 | | |
| LANCER | CUK | | CUKT-9303 | Registered | C468187W | 2090587 | 28-Apr-2014 | |
| Country: Germany | Owner: UNOVA Industrial Automation Sy | | | | 28-Apr-1994 | 31-Jan-1996 | | |
| LANCER | CUK | | CUKT-9303 | Registered | 725157 | | | |
| Country: India | Owner: UNOVA Industrial Automation Sy | | | Pending | 15-May-1996 | | | |
| LANCER | CUK | | CUKT-9303 | Registered | 2004C003762 | 683742 | 23-Jun-2014 | |
| Country: Italy | Owner: UNOVA Industrial Automation Sy | | | | 21-Dec-2004 | 04-Jul-1996 | | |
| LANCER | CUK | | CUKT-9303 | Registered | | | | |
| Country: Japan | Owner: UNOVA Industrial Automation Sy | | | Pending | 46151/94 | | | |
| | | Classes: 7 | | | 10-May-1994 | | | |

Friday, February 18, 2005

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number /Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|-----------------------------------|---------------------------------------|-------------|-------------|------------|---------------------------------|--------------------------|--------------|----------------|
| LANCER | CUK | | CUKT-9303 | Registered | 1570813 | 1570813 | 04-May-2011 | |
| Country: United Kingdom | Owner: UNOVA Industrial Automation Sy | | | | 04-May-1994 | 13-Jun-1995 | | |
| LANCER | CUK | | CUKT-9303 | Registered | 74/365246 | 1899581 | 13-Jun-2005 | |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | | | 08-Mar-1993 | 13-Jun-1995 | | |
| SABRE | CUK | | CUKT-9701.1 | Registered | | 1165412 | 06-Apr-2008 | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | | 03-Feb-1997 | 07-Apr-1998 | | |
| SABRE | CUK | | CUKT-9701.2 | Registered | | 1573951 | 20-May-2011 | |
| Country: China | Owner: UNOVA Industrial Automation Sy | | | | 31-Mar-1997 | 21-May-2001 | | |
| ULTIMATE PERFORMANCE | CUK | | CUKT-0011 | Common law | | | | |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | | | | | | |
| V-CNC | CUK | | CUKT-0206 | Registered | 76/436155 | 2726930 | 17-Jun-2013 | 18-Mar-2002 |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | | | 31-Jul-2002 | 17-Jun-2003 | | |

Honsberg Lamb Trademarks and Trademark Applications

| Trademark Name | Client | Attorney(s) | Case Numbe | Status | Application Number /Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|----------------|--------|-------------|------------|--------|---------------------------------|--------------------------|--------------|----------------|
|----------------|--------|-------------|------------|--------|---------------------------------|--------------------------|--------------|----------------|

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|-----------------------------|-----|---------------------------------------|----------|---------|-----------|--|-------------|--|
| HONSBURG | HON | BLR | HLT-0301 | Pending | 002901999 | | 22-Oct-2002 | |
| Country: European Community | | Owner: UNOVA UK Limited | | | | | | |
| | | Agent: VSW Von Kreiser Selling Werner | | | | | | |

Designated Countries

| | |
|----|---------|
| AT | Pending |
| BX | Pending |
| DE | Pending |
| DK | Pending |
| ES | Pending |
| FI | Pending |
| FR | Pending |
| GB | Pending |
| GR | Pending |
| IE | Pending |
| IT | Pending |
| PT | Pending |
| SE | Pending |

Lamb Machining Systems Trademarks and Trademark Applications

Trademark List

| Trademark Name | Client | Attorney(s) | Case Numbe | Status | Application Number /Filing Date | Registration Number/Date | Renewal Date | First Use Date |
|-----------------------------------|---------------------------------------|-------------|------------|------------|---------------------------------|--------------------------|--------------|----------------|
| BOBCAT | LMS | BLR | LMST-1357 | | 78/121669 | | | |
| Country: United States of America | Owner: UNOVA Industrial Automation Sy | | Suspended | | 15-Apr-2002 | | | |
| Grand Design | LMS | BLR | 1330 | Registered | 75867880 | 2444162 | 17-Apr-2011 | |
| Country: United States of America | Owner: Grand Design, Inc. | | | | 09-Dec-1999 | 17-Apr-2001 | | |
| Jaguar | LMS | BLR | 1324 | Registered | 75768883 | 2381209 | 29-Aug-2010 | |
| Country: United States of America | Owner: UNOVA IP Corp. | | | | 05-Aug-1999 | 29-Aug-2000 | | |
| | Classes: 7 | | | | | | | |
| MACHI | LMS | BLR | 1323 | Registered | 75772468 | 2440168 | 03-Apr-2011 | |
| Country: United States of America | Owner: UNOVA IP Corp. | | | | 10-Aug-1999 | 03-Apr-2001 | | |
| | Classes: 7 | | | | | | | |
| PATHWAYS TO PRODUCTIVITY | LMS | BLR | 1317 | Registered | 75672168 | 2378990 | 22-Aug-2010 | |
| Country: United States of America | Owner: UNOVA IP Corp. | | | | 31-Mar-1999 | 22-Aug-2000 | | |
| | Classes: 7 | | | | | | | |
| PATHWAYS TO PRODUCTIVITY (design) | LMS | BLR | 1318 | Registered | 75672503 | 2385063 | 12-Sep-2010 | |
| Country: United States of America | Owner: UNOVA IP Corp. | | | | 01-Apr-1999 | 12-Sep-2000 | | |
| | Classes: 7 | | | | | | | |

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|

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|------|--------------------------|-----|------|------------|-------|--------|-------------|--|
| LAMB | LBA | BLR | 0084 | Registered | 56940 | 423416 | 04-Nov-1996 | |
| | Owner: Litton UK Limited | | | | | | | |

Country: Benelux

Classes: 7,9

Goods: MACHINE TOOLS & APPARATU

Remarks:

| | | | | | | | | |
|------|--------------------------------------|-----|------|------------|--------|--------|-------------|--|
| LAMB | LBA | BLR | 0085 | Registered | 359281 | 208215 | 11-Jul-2005 | |
| | Owner: Litton Indust'l Systems, Inc. | | | | | | | |

Country: Canada

Remarks:

Goods: CONVY & POSITION MECH

Trademark List

Trademark Name Client Attorney(s) Case Number Status Application Number/Filing Registration Number/Date Renewal Date First Use Date

LAMB LBA BLR 1331 Registered 000457408 000457408 29-Jan-1997 29-Jan-1997

Owner: UNOVA UK Limited

Agent: NAS Keith W. Nash & Co.

Designated Countries

- AT Registered
- BX Registered
- DE Registered
- DK Registered
- ES Registered
- FI Registered
- FR Registered
- GB Registered
- GR Registered
- IE Registered
- IT Registered
- PT Registered
- SE Registered

Remarks: The registration in Class 9 is directed to welding equipment. This portion of the registration will not be transferred to Buyer.

Goods: MACHINE TOOLS & APPARATU

LAMB LBA 0086 Registered 822220 1378026 04-Nov-1996

Owner: Litton UK Limited

04-Nov-1986

Country: France

Classes: 7,9

Remarks:

Goods: MACHINE TOOLS & APPARATU

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|------------------|--|-------------|-------------|------------|---------------------------|--------------------------|--------------|----------------|
| LAMB | LBA | | 0087 | Registered | 138416 | 1213112 | 16-Sep-2012 | |
| Country: France | Owner: UNOVA Industrial Automation Sy Agent: NAS Keith W. Nash & Co. Classes: 7, 12 Goods: MACHINERY & VEHICLES Remarks: | | | | | | | |
| LAMB | LBA | | 0088 | Registered | L295477WZ | 1111837 | 07-Nov-1996 | |
| Country: Germany | Owner: Litton UK Limited Classes: 7,9 Goods: APPARATUS Remarks: | | | | | | | |
| LAMB | LBA | | 0089 | Registered | 895541 | 895541 | 23-Dec-2000 | |
| Country: Germany | Owner: Litton Indust'l Systems, Inc. Classes: 7 Goods: SPECIAL PURPOSE MACHINE Remarks: Our Ref: 7342.3003.001 | | | | | | | |
| LAMB | LBA | BLR | LBAT-x799 | Registered | | 660561 | 19-Dec-2012 | |
| Country: Italy | Owner: Litton Indust'l Systems, Inc. Goods: original case file read reg no 287996 Remarks: original case file read reg no 287996 | | | | | | | |

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|

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|------|--------------------------|--|------|------------|---------|---------|-------------|--|
| LAMB | LBA | | 0090 | Registered | 1262632 | 1262632 | 15-Mar-2007 | |
| | Owner: Litton UK Limited | | | | | | | |

Country: United Kingdom

Classes: 7

Goods: MACHINE TOOLS & APPARATU

Remarks:

| | | | | | | | | |
|------|--------------------------------------|-----|------|------------|--------|--------|-------------|--|
| LAMB | LBA | BLR | 0093 | Registered | 301534 | 889688 | 21-Apr-2010 | |
| | Owner: Litton Indust'l Systems, Inc. | | | | | | | |

Country: United States of America

Classes: 7

Goods: AUTOMATED CONVEYORS

Remarks:

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|-------------------------|---------------------------------|--------------------------|-------------|------------|---------------------------|--------------------------|--------------|----------------|
| LAMB LOGO | LBA | Owner: Litton UK Limited | 0094 | OPEN | 56939 | 428605 | 04-Nov-2006 | |
| Country: Benelux | | | | | | 04-Nov-1986 | | |
| | Classes: 7,9 | | | Remarks: | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB LOGO | LBA | Owner: Litton UK Limited | 0095 | Registered | 822219 | 1378025 | 04-Nov-2006 | |
| Country: France | | | | | | 04-Nov-1986 | | |
| | Classes: 7,9 | | | Remarks: | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB LOGO | LBA | Owner: Litton UK Limited | 0096 | Registered | L29548/7WZ | 1111838 | 07-Nov-1996 | |
| Country: Germany | | | | | | 07-Nov-1986 | | |
| | Classes: 7,9 | | | Remarks: | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB LOGO | LBA | Owner: Litton UK Limited | 0098 | Registered | 1264429 | 1264429 | 10-Apr-2007 | |
| Country: United Kingdom | | | | | | 04-Aug-1989 | | |
| | Classes: 7 | | | Remarks: | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |

Other Trademarks and Trademark Applications

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|-------------------------|---------------------------------|-------------|-------------|------------|---------------------------|--------------------------|--------------|----------------|
| LAMB LOGO | LBA | | 0094 | OPEN | 56939 | 428605 | 04-Nov-2006 | |
| Country: Benelux | Owner: Litton UK Limited | | | | | | | |
| | Classes: 7,9 | | | | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB LOGO | LBA | | 0095 | Registered | 822219 | 1378025 | 04-Nov-2006 | |
| Country: France | Owner: Litton UK Limited | | | | | | | |
| | Classes: 7,9 | | | | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB LOGO | LBA | | 0096 | Registered | L29548/TWZ | 1111838 | 07-Nov-1996 | |
| Country: Germany | Owner: Litton UK Limited | | | | | | | |
| | Classes: 7,9 | | | | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB LOGO | LBA | | 0098 | Registered | 1264429 | 1264429 | 10-Apr-2007 | |
| Country: United Kingdom | Owner: Litton UK Limited | | | | | | | |
| | Classes: 7 | | | | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|----------------|--------------------------------------|-------------|-------------|------------|---------------------------|--------------------------|--------------|----------------|
| LAMB | LBA | BLR | 0084 | Registered | 56940 | 423416 | 04-Nov-1996 | |
| | Owner: Litton UK Limited | | | | | | | |
| | Classes: 7,9 | | | | | | | |
| | Goods: MACHINE TOOLS & APPARATU | | | | | | | |
| LAMB | LBA | BLR | 0085 | Registered | 359281 | 208215 | 11-Jul-2005 | |
| | Owner: Litton Indust'l Systems, Inc. | | | | | | | |

Country: Benelux

Country: Canada

Remarks:

Remarks:

Goods: CONVY & POSITION MECH

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|

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|------|-----|-----|------|------------|-----------|-----------|-------------|--|
| LAMB | LBA | BLR | 1331 | Registered | 000457408 | 000457408 | 29-Jan-2007 | |
|------|-----|-----|------|------------|-----------|-----------|-------------|--|

Owner: UNOVA UK Limited

Agent: NAS Keith W. Nash & Co.

Classes: 7, 9, 37, 40, 42

Remarks: The registration in Class 9 is directed to welding equipment. This portion of the registration will not be transferred to Buyer.

Goods: MACHINE TOOLS & APPARATU

Country: European Community

Designated Countries

- AT Registered
- BX Registered
- DE Registered
- DK Registered
- ES Registered
- FI Registered
- FR Registered
- GB Registered
- GR Registered
- IE Registered
- IT Registered
- PT Registered
- SE Registered

LAMB

LBA 0086

Registered 822220 1378026 04-Nov-1996

Owner: Litton UK Limited

04-Nov-1986

Country: France

Classes: 7,9

Remarks:

Goods: MACHINE TOOLS & APPARATU

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|------------------|--|-------------|-------------|------------|---------------------------|--------------------------|--------------|----------------|
| LAMB | LBA | | 0087 | Registered | 138416 | 1213112 | 16-Sep-2012 | |
| Country: France | Owner: UNOVA Industrial Automation Sy Agent: NAS Keith W. Nash & Co. Classes: 7, 12 Goods: MACHINERY & VEHICLES Remarks: | | | | | | | |
| LAMB | LBA | | 0088 | Registered | L29547/WZ | 1111837 | 07-Nov-1996 | |
| Country: Germany | Owner: Litton UK Limited Remarks: | | | | | | | |
| LAMB | LBA | | 0089 | Registered | 895541 | 895541 | 23-Dec-2000 | |
| Country: Germany | Owner: Litton Indust'l Systems, Inc. Classes: 7 Goods: SPECIAL PURPOSE MACHINE Remarks: Our Ref: 7342.3003.001 | | | | | | | |
| LAMB | LBA | BLR | LBAT-x799 | Registered | | 660561 | 19-Dec-2012 | |
| Country: Italy | Owner: Litton Indust'l Systems, Inc. Remarks: original case file read reg no 287996 Goods: | | | | | | | |

Trademark List

| Trademark Name | Client | Attorney(s) | Case Number | Status | Application Number/Filing | Registration Number/Date | Renewal Date | First Use Date |
|----------------|--------|-------------|-------------|--------|---------------------------|--------------------------|--------------|----------------|
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| | | | | | | | | |
|------|-----|--|------|------------|---------|---------|-------------|--|
| LAMB | LBA | | 0090 | Registered | 1262632 | 1262632 | 15-Mar-2007 | |
|------|-----|--|------|------------|---------|---------|-------------|--|

Owner: Litton UK Limited
15-Mar-1986

Country: United Kingdom

Classes: 7

Goods: MACHINE TOOLS & APPARATU

| | | | | | | | | |
|-----------------|-----|-----|------|------------|--------|--------|-------------|--|
| LAMB | LBA | BLR | 0093 | Registered | 301534 | 889688 | 21-Apr-2010 | |
|-----------------|-----|-----|------|------------|--------|--------|-------------|--|

Owner: Litton Indust'l Systems, Inc.
27-Jun-1968 21-Apr-1970

~~Country: United States of America~~

Classes: 7

Goods: AUTOMATED CONVEYORS

Remarks:

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Patent and Trademark Security Agreement dated as of April __, 2005 (as from time to time amended, modified or supplemented, the "Patent and Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between MAG International Industrial Automation Systems, S.à.r.l., MAG International Holdings, S.à.r.l., "Caroline" Einhundertdritte Vermögensverwaltungsgesellschaft mbH, Lamb Technicon, Ltd, Cincinnati Machine Limited, Lamb Technicon Limited, MAGUS GmbH, MAGIP GmbH, and Cincinnati Machine Korea Corp., collectively, as Grantors, and Silver Point Finance, LLC, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Patent and Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Patent and Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: