

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HARDINGE INC.		05/25/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Oak Global Advisors, LLC, as Agent		
<b>Street Address:</b>	3 Embarcadero Center, Suite 550		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0794423	FFF	
<b>Registration Number:</b>	3452309	H BRIDGEPORT	
<b>Registration Number:</b>	3452310	H HARDINGE	
<b>Registration Number:</b>	3661630	H HARDINGE GROUP	
<b>Registration Number:</b>	3452313	H KELLENBERGER	
<b>Registration Number:</b>	3452308	H	
<b>Registration Number:</b>	2562161		
<b>Serial Number:</b>	86589688	KELLENBERGER GRINDING GROUP KG	
<b>Registration Number:</b>	3680471	5C2 ROTARY INDEXERS	
<b>Registration Number:</b>	4466551	BRIDGEPORT	
<b>Registration Number:</b>	1711203	AJUST-TRU	
<b>Registration Number:</b>	1713074	BUCK	
<b>Registration Number:</b>	1451786	CHNC	
<b>Registration Number:</b>	2015567	CONQUEST	
<b>Registration Number:</b>	3824905	FLEXC	
<b>Registration Number:</b>	0793843	FORKARDT	
<b>Registration Number:</b>	1616425	HARCRETE	
<b>Registration Number:</b>	0514077	HARDINGE	
<b>Serial Number:</b>	86665848	HARDINGE FLEX SPINDLE	

CH \$865.00 0794423

Property Type	Number	Word Mark
Registration Number:	1250969	HLV
Registration Number:	1782411	HQC
Registration Number:	2231733	KELLENBERGER
Registration Number:	2207179	KEL-VARIA
Registration Number:	2207121	KEL-VISION
Registration Number:	2492633	KEL-VISTA
Registration Number:	2451904	QUEST
Registration Number:	1062090	SUPER-PRECISION
Registration Number:	2289167	SUPER-PRECISION
Registration Number:	1921498	SURE-GRIP
Registration Number:	2263899	SURE-GRIP
Registration Number:	5105895	TALENT
Registration Number:	0642894	TORK-LOK
Registration Number:	1089575	VARI-GRIP
Registration Number:	4519345	OMNI GRIP

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-318-6532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** c/o Paul Hastings LLP  
**Address Line 2:** 200 Park Avenue, 28th Floor  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	05/25/2018

**Total Attachments: 8**

source=White Oak-Hardinge - Executed Trademark Security Agreement#page1.tif  
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source=White Oak-Hardinge - Executed Trademark Security Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 25th day of May, 2018, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Loan Agreement, of even date herewith (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among by and among **HARDINGE INC.**, a New York corporation (the “**Company**” or “**U.S. Borrower**”) as successor-in-interest to **HARDINGE MERGER SUB, INC.**, a New York corporation (“**Merger Sub**”), **FORKARDT DEUTSCHLAND GMBH**, a limited liability company (GmbH) organized under the laws of Germany (the “**German Borrower**”) (the U.S. Borrower and the German Borrower are referred to hereinafter each individually, as a “**Borrower**”, and individually and collectively, jointly and severally, as the “**Borrowers**”), **HARDINGE HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “**Lender**”), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of May 25, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, 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 Lending Parties, 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 Loan 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 Lending Party, 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.

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 Lending Parties 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 Interest granted to Agent, for the benefit of the Lending Parties, 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.

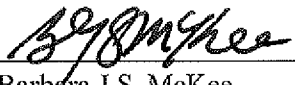
HARDINGE INC., as Grantor

By:   
Name: Douglas J. Malone  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006391 FRAME: 0801**

**WHITE OAK GLOBAL ADVISORS, LLC,**  
a Delaware limited liability company, as Agent

By:   
Name: Barbara J.S. McKee  
Title: Manager

*[Signature Page to Trademark Security Agreement]*

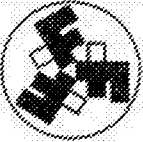
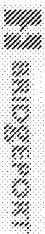



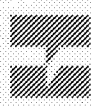

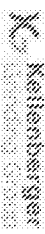
**TRADEMARK**  
**REEL: 006391 FRAME: 0802**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

[See attached]



**U.S. TRADEMARKS**

Mark	Grantor	App. No./ Reg. No.
	Hardinge Inc.	794423
	Hardinge Inc.	3452309
	Hardinge Inc.	3452310
	Hardinge Inc.	3661630
	Hardinge Inc.	3452313
	Hardinge Inc.	3452308
	Hardinge Inc.	2562161
	Hardinge Inc.	86589688
5 C2 ROTARY INDEXERS	Hardinge Inc.	3680471
AJUST-TRU	Hardinge Inc.	1711203
BRIDGEPORT	Hardinge Inc.	4466551
BUCK	Hardinge Inc.	1713074
CHNC	Hardinge Inc.	1451786
CONQUEST	Hardinge Inc.	2015567

Mark	Grantor	App. No./ Reg. No.
FLEXC	Hardinge Inc.	3824905
FORKARDT	Hardinge Inc.	0793843
HARCRETE	Hardinge Inc.	1616425
HARDINGE	Hardinge Inc.	0514077
HARDINGE FLEX SPINDLE	Hardinge Inc.	86665848
HLV	Hardinge Inc.	1250969
HQC	Hardinge Inc.	1782411
KELLENBERGER	Hardinge Inc.	2231733
KEL-VARIA	Hardinge Inc.	2207179
KEL-VISION	Hardinge Inc.	2207121
KEL-VISTA	Hardinge Inc.	2492633
OMNI GRIP	Hardinge Inc.	4519345
QUEST	Hardinge Inc.	2451904
SUPER-PRECISION	Hardinge Inc.	1062090
SUPER-PRECISION	Hardinge Inc.	2289167
SURE-GRIP	Hardinge Inc.	1921498
SURE-GRIP	Hardinge Inc.	2263899
TALENT	Hardinge Inc.	5105895
TORK-LOK	Hardinge Inc.	0642894
VARI-GRIP	Hardinge Inc.	1089575