

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blount, Inc.		12/30/2005	CORPORATION: DELAWARE
Blount International, INC.		12/30/2005	CORPORATION: DELAWARE
Dixon Industries, Inc.		12/30/2005	CORPORATION: KANSAS
Fabtek Corporation		12/30/2005	CORPORATION: MICHIGAN
Frederick Manufacturing Corporation		12/30/2005	CORPORATION: DELAWARE
Gear Products, Inc.		12/30/2005	CORPORATION: OKLAHOMA
Windsor forestry Tools LLC		12/30/2005	LIMITED LIABILITY COMPANY: TENNESSEE
Omark Properties, Inc.		12/30/2005	CORPORATION: OREGON
BI, L.L.C.		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
4520 Corp., Inc.		12/30/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	1100 Abernathy Road
Internal Address:	Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2889236	OREGON
Registration Number:	2974426	FUSION
Registration Number:	2978850	CHARGE-N-HOLD
Registration Number:	3014140	KODIAK

900039623

TRADEMARK  
REEL: 003225 FRAME: 0698

CH \$140.00 2889236

Serial Number:

78584598

CUTTING HOURS INTO MINUTES

**CORRESPONDENCE DATA**

Fax Number: (404)685-5231

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4048152231

Email: heatherskinner@paulhastings.com

Correspondent Name: Heather F. Skinner

Address Line 1: 600 Peachtree Street, N.E.

Address Line 2: Suite 2400

Address Line 4: Atlanta, GEORGIA 30308-2222

NAME OF SUBMITTER:

Jesse H. Austin, III, Esq.

Signature:

/JHA/

Date:

01/10/2006

**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2005, by BLOUNT, INC., a Delaware corporation, BLOUNT INTERNATIONAL, INC., a Delaware corporation, DIXON INDUSTRIES, INC., a Kansas corporation, FABTEK CORPORATION, a Michigan corporation, FREDERICK MANUFACTURING CORPORATION, a Delaware corporation, GEAR PRODUCTS, INC., an Oklahoma corporation, WINDSOR FORESTRY TOOLS LLC, a Tennessee limited liability company, OMARK PROPERTIES, INC., an Oregon corporation, BI, L.L.C., a Delaware limited liability company, and 4520 CORP., INC., a Delaware corporation (collectively, the "Grantors," and each individually, the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and as agent (in such capacity, "Agent") for itself, General Electric Capital Canada Inc., as Canadian agent ("Canadian Agent") and the lenders from time to time signatory to the Credit Agreement hereinafter defined.

### WITNESSETH:

WHEREAS, Blount International, Inc., a Delaware corporation ("Holdings"), Blount, Inc., a Delaware corporation ("Blount, Inc."), and, as applicable, the other Credit Parties (as defined in the Credit Agreement described below) are parties to that certain Credit Agreement, dated as of May 15, 2003 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Prior Credit Agreement"), among Holdings, Blount, Inc., the other Credit Parties signatory thereto, the Lenders (as defined in the Prior Credit Agreement), Agent and Canadian Agent; and

WHEREAS, US Grantors and Agent are parties to that certain Trademark Security Agreement dated as of May 15, 2003 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Prior Trademark Security Agreement") pursuant to which US Grantors granted Liens (as defined in the Credit Agreement) in the Collateral (as defined in the Prior Trademark Security Agreement) to Agent in order to secure the prompt and complete payment, performance and observance of all of the Secured Obligations (as defined in the recitals to the US Security Agreement as defined below); and

WHEREAS, Holdings, Blount, Inc. and, as applicable, the other Credit Parties are parties to that certain Amended and Restated Credit Agreement, dated as of August 9, 2004 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among Holdings, Blount, Inc., the other Credit Parties thereto, the several banks and other financial institutions or entities from time to time parties thereto as lenders ("Lenders"), Agent and Canadian Agent (as defined therein); and

WHEREAS, Grantors and Agent are parties to that certain Amended and Restated US Security Agreement dated as of August 9, 2004 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "US Security Agreement") pursuant to which Grantors have granted Liens in the Collateral to Agent in order to secure the prompt and complete payment, performance and observance of all of the Secured Obligations; and

WHEREAS, Grantors have filed applications for registrations of Trademarks since the Closing Date of the US Security Agreement (the "New Trademark Registrations");

WHEREAS, pursuant to Section 5(c)(ii) the US Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of itself, Canadian Agent and Lenders, this Trademark Security Agreement; 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself, Canadian Agent and Lenders, a continuing first priority security interest in, all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself, Canadian Agent and Lenders, pursuant to the US Security Agreement. Grantors hereby acknowledge and affirm 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 US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO

CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE  
LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGES FOLLOW]

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

**BLOUNT INTERNATIONAL, INC.**

By: Richard H. Irving, III  
Name: Richard H. Irving, III  
Title: Sr. Vice President

**BLOUNT, INC.**

By: Richard H. Irving, III  
Name: Richard H. Irving, III  
Title: Sr. Vice President

**FABTEK CORPORATION**

By: Richard H. Irving, III  
Name: Richard H. Irving, III  
Title: Vice President

**GEAR PRODUCTS, INC.**

By: Richard H. Irving, III  
Name: Richard H. Irving, III  
Title: Vice President

**DIXON INDUSTRIES, INC.**

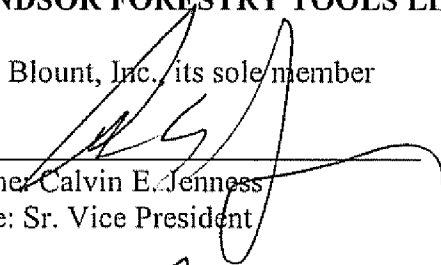
By: Richard H. Irving, III  
Name: Richard H. Irving, III  
Title: Vice President

**FREDERICK MANUFACTURING CORPORATION**

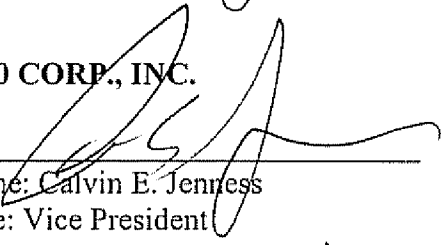
By: Richard H. Irving, III  
Name: Richard H. Irving, III  
Title: Vice President

**WINDSOR FORESTRY TOOLS LLC**

By: Blount, Inc., its sole member

By:   
Name: Calvin E. Jenness  
Title: Sr. Vice President

**4520 CORP., INC.**

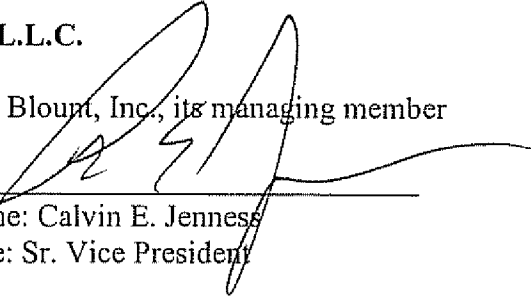
By:   
Name: Calvin E. Jenness  
Title: Vice President

**OMARK PROPERTIES, INC.**

By:   
Name: Calvin E. Jenness  
Title: Vice President

**BI, L.L.C.**

By: Blount, Inc., its managing member

By:   
Name: Calvin E. Jenness  
Title: Sr. Vice President

**ACCEPTED AND ACKNOWLEDGED**

**BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

**WINDSOR FORESTRY TOOLS LLC**

By: Blount, Inc., its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**4520 CORP., INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OMARK PROPERTIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BI, L.L.C.**

By: Blount, Inc., its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED**

**BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: Jennifer E. Riddle  
Name: Jennifer E. Riddle  
Title: Duly Authorized Signatory



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**Blount, Inc.**

**U.S. Trademarks**

**Registered Trademarks**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
OREGON & DESIGN	2889236	09/28/2004
FUSION	2974426	07/19/2005
CHARGE-N-HOLD	2978850	07/26/2005
KODIAK	3014140	11/08/2005

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**Dixon Industries, Inc.**

**U.S. Trademarks**

**Trademark Applications**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CUTTING HOURS INTO MINUTES	78/584,598	03/10/2005