

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Security Interest (Wells Fargo Foothill, Inc., as Agent under Credit Agreement dated 04/05/07 with TB Wood's Corporation, as Parent) |

**CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type           |
|-----------------------------|----------|----------------|-----------------------|
| TB Wood's Enterprises, Inc. |          | 04/05/2007     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                            |
|------------------------|----------------------------|
| <b>Name:</b>           | Wells Fargo Foothill, Inc. |
| <b>Street Address:</b> | One Boston Place           |
| <b>City:</b>           | Boston                     |
| <b>State/Country:</b>  | MASSACHUSETTS              |
| <b>Postal Code:</b>    | 02108                      |
| <b>Entity Type:</b>    | CORPORATION: CALIFORNIA    |

**PROPERTY NUMBERS Total: 36**

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 2165737 | ALL-PRO            |
| Registration Number: | 1164393 | BRAKETRON          |
| Registration Number: | 1409209 | DECK               |
| Registration Number: | 0859264 | DISC-O-TORQUE      |
| Registration Number: | 1116828 | DURA-FLEX          |
| Registration Number: | 2169361 | E-FLOW             |
| Registration Number: | 1333061 | E-TRAC             |
| Registration Number: | 1361466 | FIRST IN COUPLINGS |
| Registration Number: | 2156683 | E-TROL+PLUS        |
| Registration Number: | 2261432 | IMD                |
| Registration Number: | 2152362 | FORM-FLEX          |
| Registration Number: | 2152366 | NLS                |
| Registration Number: | 2986366 | PDA-TRAC           |

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|                      |         |                |
|----------------------|---------|----------------|
| Registration Number: | 2641082 | PETRO-TRAC     |
| Registration Number: | 2191918 | POOLE          |
| Registration Number: | 2723745 | QT POWER CHAIN |
| Registration Number: | 0859263 | ROTO-CAM       |
| Registration Number: | 0676279 | ROTO CONE      |
| Registration Number: | 2991827 | SPEEDLIGN      |
| Registration Number: | 2257668 | S-TRAC         |
| Registration Number: | 1686040 | SUPERSTART     |
| Registration Number: | 0645415 | SURE GRIP      |
| Registration Number: | 0668649 | SURE-FLEX      |
| Registration Number: | 0646423 | SURE-GRIP      |
| Registration Number: | 1109150 | SURE-GRIP      |
| Registration Number: | 2152364 | TRUETUBE       |
| Registration Number: | 0862655 | ULTRACON       |
| Registration Number: | 2150835 | ULTRACON II    |
| Registration Number: | 2351349 | ULTRA-HELIX    |
| Registration Number: | 1001969 | ULTRA-V        |
| Registration Number: | 1001970 | ULTRA-V        |
| Registration Number: | 1070167 | U-TROL         |
| Registration Number: | 2152365 | VAR-A-CONE     |
| Registration Number: | 2059245 | W TB WOOD'S    |
| Registration Number: | 2961309 | WIN-TRAC       |
| Registration Number: | 2801090 | WOOD'S@WORK    |

**CORRESPONDENCE DATA**

Fax Number: (212)554-7700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 554-7693  
Email: hsiegel@mosessinger.com  
Correspondent Name: Howard Siegel, Esq.  
Address Line 1: 405 Lexington Avenue, The Chrysler Bldg.  
Address Line 2: MOSES & SINGER LLP  
Address Line 4: New York, NEW YORK 10174-1299

|                         |                          |
|-------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | 010855-0101 RECORDATION1 |
| NAME OF SUBMITTER:      | Howard Siegel, Esq.      |
| Signature:              | /Howard Siegel/          |

**TRADEMARK**

**REEL: 003520 FRAME: 0338**

Date:

04/11/2007

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5<sup>th</sup> day of April, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of April 5, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among TB Wood's Corporation, a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (Parent and such Subsidiaries, "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of April 5, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) 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 rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all extensions, modifications and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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 (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, 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 Trademark 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.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. 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.

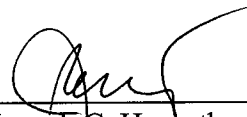
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[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.

**GRANTORS:**


**TB WOOD'S INCORPORATED,**  
a Pennsylvania corporation, as a Grantor

By:   
Name: Joseph C. Horvath  
Title: VP, CFO and Corporate Secretary

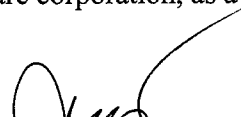
**PLANT ENGINEERING CONSULTANTS, LLC,**  
a Tennessee limited liability company, as a Grantor

By:   
Name: Joseph C. Horvath  
Title: VP, CFO and Corporate Secretary

**TB WOOD'S ENTERPRISES, INC.,**  
a Delaware corporation, as a Grantor


By:   
Name: Joseph C. Horvath  
Title: VP, CFO and Corporate Secretary

**TB WOOD'S CORPORATION,**  
a Delaware corporation, as a Grantor

By:   
Name: Joseph C. Horvath  
Title: VP, CFO and Corporate Secretary

ACCEPTED AND AGREED TO  
AS OF THE DATE FIRST ABOVE WRITTEN:

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By:   
Name: Vincent J. Egan, Jr.  
Title: VP

[SIGNATURE PAGE OF WFF - TB WOOD'S TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <b>Grantor</b>              | <b>Country</b> | <b>Mark</b>           | <b>Application/<br/>Registration No.</b> | <b>App/Reg Date</b>       |
|-----------------------------|----------------|-----------------------|--|---------------------------|
| TB Wood's Enterprises, Inc. | United States  | ALL-PRO               | 75/290,731/<br>2,165,737                 | 5/12/1997/<br>6/16/1998   |
| TB Wood's Enterprises, Inc. | United States  | BRACKETRON            | 73/254,657/<br>1,164,393                 | 3/19/1980/<br>8/11/1981   |
| TB Wood's Enterprises, Inc. | United States  | DECK<br>(stylized)    | 73/581,633/<br>1,409,209                 | 2/7/1986/<br>9/16/1986    |
| TB Wood's Enterprises, Inc. | United States  | DISC-O-TORQUE         | 72/285,224/<br>859,264                   | 11/20/1967/<br>10/29/1968 |
| TB Wood's Enterprises, Inc. | United States  | DURA-FLEX             | 73/158,649/<br>1,116,828                 | 2/13/1978/<br>4/24/1979   |
| TB Wood's Enterprises, Inc. | United States  | E-FLOW                | 75/280,015/<br>2,169,361                 | 4/23/1997/<br>6/30/1998   |
| TB Wood's Enterprises, Inc. | United States  | E-trAC (Stylized)     | 73/491,494/<br>1,333,061                 | 7/24/1984/<br>4/30/1985   |
| TB Wood's Enterprises, Inc. | United States  | E-TROL+PLUS           | 75/273,178/<br>2,156,683                 | 4/11/1997/<br>5/12/1998   |
| TB Wood's Enterprises, Inc. | United States  | FIRST IN<br>COUPLINGS | 73/526,310/<br>1,361,466                 | 3/11/1985/<br>9/24/1985   |
| TB Wood's Enterprises, Inc. | United States  | FORM-FLEX             | 75/273,175/<br>2,152,362                 | 4/11/1997/<br>4/21/1998   |
| TB Wood's Enterprises, Inc. | United States  | IMD                   | 75/272,935/<br>2,261,432                 | 4/11/1997/<br>7/13/1999   |



| Grantor                     | Country       | Mark                    | Application/<br>Registration No. | App/Reg Date              |
|-----------------------------|---------------|-------------------------|----------------------------------|---------------------------|
| TB Wood's Enterprises, Inc. | United States | NLS                     | 75/273,181/<br>2,152,366         | 4/11/1997/<br>4/21/1998   |
| TB Wood's Enterprises, Inc. | United States | PDA-TRAC                | 78/329,999<br>2,986,366          | 11/19/2003/<br>8/16/2005  |
| TB Wood's Enterprises, Inc. | United States | PETRO-TRAC              | 78/052,072/<br>2,641,082         | 3/8/2001/<br>10/22/2002   |
| TB Wood's Enterprises, Inc. | United States | POOLE                   | 75/251,697/<br>2,191,918         | 2/28/1997/<br>9/29/1998   |
| TB Wood's Enterprises, Inc. | United States | QT POWER<br>CHAIN       | 76/403,299/<br>2,723,745         | 5/2/2002/<br>6/10/2003    |
| TB Wood's Enterprises, Inc. | United States | ROTO-CAM                | 72/285,223/<br>859,263           | 11/20/1967/<br>10/29/1968 |
| TB Wood's Enterprises, Inc. | United States | ROTO-CONE               | 72/015,359/<br>676,279           | 9/10/1956/<br>3/31/1959   |
| TB Wood's Enterprises, Inc. | United States | SPEEDLIGN               | 78/350,700/<br>2,991,827         | 1/12/2004/<br>9/6/2005    |
| TB Wood's Enterprises, Inc. | United States | S-TRAC                  | 75/272,936/<br>2,257,668         | 4/11/1997/<br>6/29/1999   |
| TB Wood's Enterprises, Inc. | United States | SUPERSTART              | 74/104,389/<br>1,686,040         | 10/9/1990/<br>5/12/1992   |
| TB Wood's Enterprises, Inc. | United States | SURE GRIP<br>(stylized) | 71/640,418/<br>645,415           | 1/6/1953/<br>5/14/1957    |
| TB Wood's Enterprises, Inc. | United States | SURE-FLEX<br>(stylized) | 72/043,720/<br>668,649           | 1/9/1958/<br>10/21/1958   |
| TB Wood's Enterprises, Inc. | United States | SURE-GRIP               | 71/575,508/<br>646,423           | 3/15/1949/<br>6/4/1957    |
| TB Wood's Enterprises, Inc. | United States | SURE-GRIP               | 73/136,699/<br>1,109,150         | 8/8/1977/<br>12/19/1978   |
| TB Wood's Enterprises, Inc. | United States | TRUETUBE                | 75/273,177/<br>2,152,364         | 4/11/1997/<br>4/21/1998   |
| TB Wood's Enterprises, Inc. | United States | ULTRACON                | 72/300,318/<br>862,655           | 6/13/1968/<br>12/31/1968  |

| Grantor                        | Country       | Mark                        | Application/<br>Registration No. | App/Reg Date             |
|--------------------------------|---------------|-----------------------------|----------------------------------|--------------------------|
| TB Wood's<br>Enterprises, Inc. | United States | ULTRACON II                 | 75/273,179/<br>2,150,835         | 4/11/1997/<br>4/14/1998  |
| TB Wood's<br>Enterprises, Inc. | United States | ULTRA-HELIX                 | 75/559,570/<br>2,351,349         | 9/25/1998/<br>5/23/2000  |
| TB Wood's<br>Enterprises, Inc. | United States | ULTRA-V                     | 73/001,734/<br>1,001,969         | 10/9/1973/<br>1/21/1975  |
| TB Wood's<br>Enterprises, Inc. | United States | ULTRA-V                     | 73/003,203/<br>1,001,970         | 10/10/1973/<br>1/21/1975 |
| TB Wood's<br>Enterprises, Inc. | United States | U-TROL                      | 73/104,511/<br>1,070,167         | 10/26/1976/<br>7/26/1977 |
| TB Wood's<br>Enterprises, Inc. | United States | VAR-A-CONE                  | 75/273,180/<br>2,152,365         | 4/11/1997/<br>4/21/1998  |
| TB Wood's<br>Enterprises, Inc. | United States | W TB WOOD'S<br>(and design) | 75/107,136/<br>2,059,245         | 5/20/1996/<br>5/6/1997   |
| TB Wood's<br>Enterprises, Inc. | United States | WIN-TRAC                    | 78/306,778/<br>2,961,309         | 9/29/2003/<br>6/7/2005   |
| TB Wood's<br>Enterprises, Inc. | United States | WOODS@WORK                  | 76/402,992/<br>2,801,090         | 5/2/2002/<br>12/30/2003  |