

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
TB Wood's Enterprises, Inc.		04/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Trust Company, N.A.
Street Address:	700 South Flower Street
Internal Address:	Suite 500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National Association:

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:	2156683	E-TROL+PLUS
Registration Number:	1361466	FIRST IN COUPLINGS
Registration Number:	2152362	FORM-FLEX
Registration Number:	2261432	IMD
Registration Number:	2152366	NLS
Registration Number:	2986366	PDA-TRAC

CH \$915.00 2165737

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,tmurphy@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 RECORDATION3
NAME OF SUBMITTER:	Howard Siegel, Esq.
Signature:	/Howard Siegel/

TRADEMARK

REEL: 003522 FRAME: 0007

Date:

04/13/2007

Total Attachments: 8

source= T B Wood trademark assignment part 3#page1.tif

source= T B Wood trademark assignment part 3#page2.tif

source= T B Wood trademark assignment part 3#page3.tif

source= T B Wood trademark assignment part 3#page4.tif

source= T B Wood trademark assignment part 3#page5.tif

source= T B Wood trademark assignment part 3#page6.tif

source= T B Wood trademark assignment part 3#page7.tif

source= T B Wood trademark assignment part 3#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of April, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and THE BANK OF NEW YORK TRUST COMPANY, N.A., in its capacity as Collateral Agent for itself, the Holders and the Trustee (together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated of November 30, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Indenture") among Altra Industrial Motion, Inc., a Delaware corporation ("Company"), each of the Guarantors named therein ("Guarantors"), The Bank of New York Trust Company, N.A., as Trustee (in such capacity, the "Trustee"), and Collateral Agent, Company has issued to the Holders its 9% Senior Secured Notes Due 2011, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended and restated, supplemented or otherwise modified from time to time, collectively, the "Notes");

WHEREAS, as a condition precedent to the initial purchase by the Holders of the Notes, Company and Guarantors (each in their respective capacity as a Grantor) executed and delivered to Collateral Agent, for the benefit of the Holders, Trustee and Collateral Agent, that certain Security Agreement dated as of November 30, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended and restated, supplemented or otherwise modified, the "Security Agreement")

WHEREAS, as a condition precedent to the purchase by the Holders of additional Notes in the aggregate principal amount of \$105,000,000, the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Holders, Trustee and Collateral Agent, that certain Supplement No. 1 to Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, the "Supplement"); and

WHEREAS, pursuant to the Security Agreement, as modified by the Supplement, the Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Trustee, the Collateral Agent and the Holders, 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 Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Trustee and the Holders, 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;

577614

6875/40692-036 Current/9488536v4

**TRADEMARK
REEL: 003522 FRAME: 0009**

(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 Collateral Agent, for the benefit of the Trustee, the Collateral Agent and the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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 Collateral 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: William T. Fejes, Jr.
Name: William T. Fejes, Jr.
Title: President, CEO and Director

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

By: William T. Fejes, Jr.
Name: William T. Fejes, Jr.
Title: President

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

By: Joseph C. Horvath
Name: Joseph C. Horvath
Title: President and Treasurer

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

By: William T. Fejes, Jr.
Name: William T. Fejes, Jr.
Title: President, CEO and Director

COLLATERAL AGENT:

**THE BANK OF NEW YORK TRUST
COMPANY, N.A.,**
as Collateral Agent

By: _____
Name: _____
Title: _____

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: _____
Title: _____

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

**THE BANK OF NEW YORK TRUST
COMPANY, N.A.,**
as Collateral Agent

By: _____
Name: Sandee Parks
Title: Vice President

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

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

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
TB Wood's Enterprises, Inc.	United States	FIRST IN COUPLINGS	73/526,310/ 1,361,466	3/11/1985/ 9/24/1985
TB Wood's Enterprises, Inc.	United States	FORM-FLEX	75/273,175/ 2,152,362	4/11/1997/ 4/21/1998
TB Wood's Enterprises, Inc.	United States	IMD	75/272,935/ 2,261,432	4/11/1997/ 7/13/1999
TB Wood's Enterprises, Inc.	United States	NLS	75/273,181/ 2,152,366	4/11/1997/ 4/21/1998
TB Wood's Enterprises, Inc.	United States	PDA-TRAC	78/329,999 2,986,366	11/19/2003/ 8/16/2005
TB Wood's Enterprises, Inc.	United States	PETRO-TRAC	78/052,072/ 2,641,082	3/8/2001/ 10/22/2002
TB Wood's Enterprises, Inc.	United States	POOLE	75/251,697/ 2,191,918	2/28/1997/ 9/29/1998
TB Wood's Enterprises, Inc.	United States	QT POWER CHAIN	76/403,299/ 2,723,745	5/2/2002/ 6/10/2003
TB Wood's Enterprises, Inc.	United States	ROTO-CAM	72/285,223/ 859,263	11/20/1967/ 10/29/1968
TB Wood's Enterprises, Inc.	United States	ROTO-CONE	72/015,359/ 676,279	9/10/1956/ 3/31/1959

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
TB Wood's Enterprises, Inc.	United States	SPEEDLIGN	78/350,700/ 2,991,827	1/12/2004/ 9/6/2005
TB Wood's Enterprises, Inc.	United States	S-TRAC	75/272,936/ 2,257,668	4/11/1997/ 6/29/1999
TB Wood's Enterprises, Inc.	United States	SUPERSTART	74/104,389/ 1,686,040	10/9/1990/ 5/12/1992
TB Wood's Enterprises, Inc.	United States	SURE GRIP (stylized)	71/640,418/ 645,415	1/6/1953/ 5/14/1957
TB Wood's Enterprises, Inc.	United States	SURE-FLEX (stylized)	72/043,720/ 668,649	1/9/1958/ 10/21/1958
TB Wood's Enterprises, Inc.	United States	SURE-GRIP	71/575,508/ 646,423	3/15/1949/ 6/4/1957
TB Wood's Enterprises, Inc.	United States	SURE-GRIP	73/136,699/ 1,109,150	8/8/1977/ 12/19/1978
TB Wood's Enterprises, Inc.	United States	TRUETUBE	75/273,177/ 2,152,364	4/11/1997/ 4/21/1998
TB Wood's Enterprises, Inc.	United States	ULTRACON	72/300,318/ 862,655	6/13/1968/ 12/31/1968
TB Wood's Enterprises, Inc.	United States	ULTRACON II	75/273,179/ 2,150,835	4/11/1997/ 4/14/1998

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