

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
SPEECO, INCORPORATED		11/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85024271	SPEECO	
Serial Number:	72174126	SPEECO	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048152231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	600 Peachtree Street, NE, Suite 2400		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		
Date:	06/06/2011		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 22, 2010, by SPEECO, INCORPORATED, a Delaware corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and as agent (in such capacity, "Agent") for itself and the lenders from time to time signatory to the Credit Agreement hereinafter defined.

WITNESSETH:

WHEREAS, Blount, Inc., a Delaware corporation, the other Credit Parties signatory thereto, the other Persons signatory thereto from time to time as lenders ("Lenders") and Agent are parties to that certain Third Amended and Restated Credit Agreement dated as of August 9, 2010 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the Grantor 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 "Security Agreement") pursuant to which the Grantor has 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, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself 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, the Grantor hereby agrees 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. The Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in, all of the 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 the 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 and Lenders, pursuant to the Security Agreement and are subject to any limitations set forth therein with respect to the grant of security interests by the Grantor. The Grantor 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of separate counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or electronic transmission shall be deemed an original signature hereto.

5. 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.

IN WITNESS WHEREOF, the 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.

SPEECO, INCORPORATED, a Delaware corporation

By:  _____

Name: Calvin E. Jenness

Title: Vice President and
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED

BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: JUDITH LANGRAN

Title: Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004554 FRAME: 0732

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MarkReg. No.Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

Owner	Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SpeeCo Incorporated	Australia	SPEECO	1365635	8-Jun-10	N/A	N/A
SpeeCo Incorporated	Canada	SPEECO	1485093	9-Jun-10	N/A	N/A
SpeeCo Incorporated	China	SPEECO (Class 7)	8422105	25-Jun-10	N/A	N/A
SpeeCo Incorporated	China	SPEECO (Class 8)	8422106	25-Jun-10	N/A	N/A
SpeeCo Incorporated	China	SPEECO (Class 12)	8422107	25-Jun-10	N/A	N/A
SpeeCo Incorporated	China	SPEECO (Class 40)	8422108	25-Jun-10	N/A	N/A
SpeeCo Incorporated	EU	SPEECO	9199597	24-Jun-10	9199597	27-Jan-11
SpeeCo Incorporated	India	SPEECO	1987784	1-Jul-10	N/A	N/A
SpeeCo Incorporated	Japan	SPEECO	2010-45476	8-Jun-10	N/A	N/A
SpeeCo Incorporated	New Zealand	SPEECO	825395	8-Jun-10	825395	27-Apr-10
SpeeCo Incorporated	US	SPEECO	85/024,271	27-Apr-10	N/A	N/A
SpeeCo Incorporated	US	SpeeCo Logo	72/174,126	31-Jul-63	774476	4-Aug-64