

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODS EQUIPMENT COMPANY		09/07/2011	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: 13			
Property Type	Number	Word Mark	
Registration Number:	0747222	BATWING	
Registration Number:	1396482	CF	
Registration Number:	1182720	GANNON	
Registration Number:	0306476		
Registration Number:	1890416	INTRA-DRIVE	
Registration Number:	1005542	JAW	
Registration Number:	1892945	RIPPER BUCKET	
Registration Number:	1328031	SAF-T-LOK	
Registration Number:	2094219	TISCO	
Registration Number:	2207899	TRU-POWER	
Registration Number:	0684757	WAIN ROY	
Registration Number:	1187361	WOODS	
Registration Number:	3105323	VINTAGE IRON	
CORRESPONDENCE DATA			

900201516

TRADEMARK
 REEL: 004618 FRAME: 0236

CH \$340.00 0747222

Fax Number: (404)815-2424

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

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 LLP

Address Line 4: Lawrenceville, GEORGIA 30308

NAME OF SUBMITTER:

Carol Fraser

Signature:

//Carol Fraser//

Date:

09/07/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 7, 2011, by WOODS EQUIPMENT COMPANY, 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 Fourth Amended and Restated Credit Agreement dated as of June 13, 2011 (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.

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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.

WOODS EQUIPMENT COMPANY, a
Delaware corporation

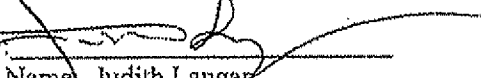
By: 

Name: Calvin E. Jenness

Title: Vice President and Chief Financial
Officer

ACCEPTED AND ACKNOWLEDGED
BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Judith Langan
Title: Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004618 FRAME: 0241

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Woods Equipment Company U.S. Trademarks

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BATWING	72/142,476	747,222	4/17/1962	3/26/63
CF & Design	73/570,498	1,396,482	11/26/1985	6/10/86
GANNON	73/253,990	1,182,720	3/14/1980	12/22/81
GROUNDBREAKER	76/594,143	306476	5/25/04	3/7/2006
INTRA-DRIVE	74/410,021	1,890,416	7/2/1993	4/18/95
JAW	72/444,148	1,005,542	12/19/1972	2/25/75
RIPPER BUCKET	74/484,750	1,892,945	1/31/1994	5/9/95
SAF-T-LOK	73/460,007	1,328,031	1/9/1984	4/2/85
TISCO	75/034,551	2,094,219	12/19/1995	9/9/97
TRU-POWER	75/118,110	2,207,899	6/13/1996	12/8/98
WAIN ROY	72/066,830	684,757	1/30/1959	9/8/59
WOODS	73/202,597	1,187,361	2/5/1979	1/26/82
VINTAGE IRON	78/219,273	3105323	2/26/2003	6/13/2006

b. (ii) Woods Equipment Company Canadian Trademarks

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CF & Design Canada	753465	442890	4/29/1994	5/12/95
DUAL & Design Canada	417051	249519	10/28/1977	8/15/80
GROUNDBREAKER Canada	1231159	648878	9/22/2004	9/23/2005
RIPPER BUCKET Canada	1030163	551697	9/27/1999	9/27/01
VINTAGE IRON Canada	1188230	673481	2/25/2003	9/26/2006