

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
Simonds International Corporation		11/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2914827	SINEWAVE
Registration Number:	2652657	STRONG-MAG
Registration Number:	1887747	KODIAK
Registration Number:	3262399	BROADBAND
Registration Number:	0531952	SIMONDS
Registration Number:	2948669	A-C-T
Registration Number:	1612667	IKS

CORRESPONDENCE DATA

Fax Number: 6175231231
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-570-1000
 Email: rthomas@goodwinprocter.com
 Correspondent Name: Ryan E. Thomas
 Address Line 1: Goodwin Procter LLP
 Address Line 2: Exchange Place, 53 State Street

OP \$190.00 2914827

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 018414-114555

NAME OF SUBMITTER: Ryan E. Thomas

Signature: /Ryan E. Thomas/

Date: 11/21/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2012 is made between Simonds International Corporation, a Delaware corporation (the "Grantor"), and RBS Citizens, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, Simonds Industries Inc., a Delaware corporation and the Agent, among others, are parties to the Credit Agreement, dated as of November 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Security Agreement, dated as of November 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith,

whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

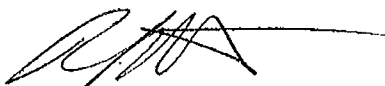
Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SIMONDS INTERNATIONAL CORPORATION
as Grantor


By: _____


Name: *Raymond J. Martino*
Title: *President*

[Signature Page to Trademark Security Agreement (Simonds International)]

TRADEMARK
REEL: 004905 FRAME: 0148

RBS CITIZENS, N.A.
as Administrative Agent

By: 
Name: Ryan C. Goodband
Title: Director

[Signature Page to Trademark Security Agreement (Simonds International)]

TRADEMARK
REEL: 004905 FRAME: 0149

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Sine-Wave	2,914,827	12/28/2004
USA	Strong-Mag	2,652,657	11/19/2002
USA	Kodiak	1,887,747	4/4/1995
USA	Broadband	3,262,399	7/10/2007
USA	Simonds (and Design)	531,952	10/17/1950
USA	A-C-T	2,948,669	5/10/2005
USA	IKS (and Design)	1,612,667	9/11/1990

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			