

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simonds Saw L.L.C.		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3549831	SICLONE	
Registration Number:	2914827	SINEWAVE	
Registration Number:	665693	MULTI-KUT	
Registration Number:	368475	VIXEN	
Registration Number:	2196608	DIEBAND+	
Registration Number:	3262399	BROADBAND	
Registration Number:	3565090	IC ENDURO	
Registration Number:	531952	SIMONDS	
Registration Number:	1971652	PALLET-BUSTER	
Registration Number:	1767196	THE SIMONDS SAW	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
		TRADEMARK	

OP \$265.00 3549831

ATTORNEY DOCKET NUMBER:	018414.114555
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	10/09/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2014 is made between Simonds Saw L.L.C., a Delaware limited liability company (the "Grantor"), and Citizens Bank, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Agent, among others, are parties to the Amended and Restated Credit Agreement, dated as of September 29, 2014 (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 Amended and Restated Security and Guaranty Agreement, dated as of September 29, 2014 (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.

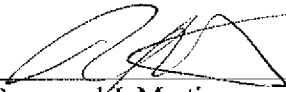
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including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

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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 SAW L.L.C.

By: 
Name: Raymond J. Martino
Title: President and Chief Executive Officer

CITIZENS BANK, N.A.,
as Administrative Agent

By: _____
Name: Ryan C. Goodband
Title: Director

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 SAW L.L.C.

By: _____
Name: Raymond J. Martino
Title: President and Chief Executive Officer

CITIZENS BANK, N.A.,
as Administrative Agent

By:  _____
Name: Ryan C. Goodband
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005378 FRAME: 0814

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registered Trademarks</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
United States	SICLONE	3,549,831	12/23/2008
United States	SINE-WAVE	2,914,827	12/28/2004
United States	MULTI-KUT	665,693	8/12/1958
United States	VIXEN	368,475	6/20/1939
United States	DIEBAND+	2,196,608	10/13/1998
United States	BROADBAND	3,262,399	7/10/2007
United States	IC ENDURO	3,565,090	1/20/2009
United States	SIMONDS on Rectangle	5,31,952	10/17/1950
United States	PALLET-BUSTER	1,971,652	4/30/1996
United States	THE SIMONDS SAW and design	1,767,196	4/27/1993
Argentina	SIMONDS and Design (on Black Rectangle) Class 7	1.555.140	3/31/1995
Argentina	SIMONDS and Design (on Black Rectangle) Class 8	1.579.428	10/19/1995
Australia	SIMONDS (Class 7)	514258	7/14/1992
Australia	SIMONDS (Class 8)	514259	7/14/1992
Austria	SIMONDS and Design (on Black Rectangle)	144,911	11/17/1992
Brazil	SIMONDS and Design (on Black Rectangle)	815749422	2/21/1996
Canada	SIMONDS	TMA462,275	8/30/1996

Canada	SINE-WAVE	TMA657,948	2/3/2006
Canada	EPIC	TMA570,297	11/5/2002
Canada	IC ENDURO	TMA764,877	4/23/2010
Canada	SIMONDS CANADA SAW CO. LTD RED STREAK and Design (Ribbon Scroll)	TMA112,768	1/2/1959
Dem. People's Rep. of Korea	SIMONDS	0011907	
Denmark	SIMONDS on Rectangle	VR 01.926 1992	3/27/1992
Ecuador	SIMONDS - Class 7	30582	6/30/2004
Ecuador	SIMONDS - Class 8	30581/04	6/30/2004
Ecuador	SIMONDS - Class 9	3020-10	6/21/2010
European Union	DIE BAND +	0 531 558	1/25/1999
European Union	SINE-WAVE	2 844 884	5/11/2004
European Union	SIMONDS on Rectangle	0 303 370	9/10/1999
Germany	SIMONDS on Rectangle	1,181,105	9/21/1991
International Bureau (WIPO)	BROADBAND	A0003256	12/7/2005
Mexico	SINE-WAVE	801401	7/24/2003
Mexico	SIMONDS on Rectangle (Class 8)	555,971	10/20/1992
Mexico	SIMONDS and Design (on Black Rectangle)	456957	4/21/1993
New Zealand	SIMONDS on Rectangle - Class 7	249616	5/30/1995
New Zealand	SIMONDS on Rectangle - Class 8	249615	5/30/1995
Norway	SIMONDS and Design (on Black Rectangle)	163,507	7/7/1994

Peru	SIMONDS SAW AND STEEL ON RIBBON SCROLL	85172	5/18/1990
Peru	SIMONDS SAW AND STEEL ON RIBBON SCROLL	85173	5/18/1990
Republic of Korea	SIMONDS on Rectangle	235,820	4/15/2002
Sweden	SIMONDS on Rectangle	252,228	10/1/1993
Thailand	SIMONDS on Rectangle - Class 7	TM21788	12/15/1994
Thailand	SIMONDS on Rectangle - Class 8	TM23132	12/30/1994
Trinidad and Tobago	SIMONDS	34110	12/28/2005
United Kingdom	BROADBAND	A0003256	12/7/2005

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Chile	SIMONDS	624.742	10/15/2003
Vietnam	SIMONDS	4-2014-02250	2/6/2014