

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODS EQUIPMENT COMPANY		01/30/2015	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3064764	GROUNDBREAKER	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-5723431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	BLOUNT - 09611.015068		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	01/30/2015		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this "Agreement"), dated as of January 26, 2015, by **WOODS EQUIPMENT COMPANY**, a Delaware corporation ("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.

W I T N E S S E T H:

WHEREAS, Grantor, the other Credit Parties (as defined in the Credit Agreement) signatory thereto, the other persons signatory thereto from time to time as lenders (the "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 from time to time, the "Credit Agreement"); and

WHEREAS, Grantor, the other grantors named therein and Agent are parties to that certain Trademark Security Agreement, dated as of August 9, 2004 (the "Trademark Security Agreement"); and

WHEREAS, in connection therewith, Grantor and Agent desire to supplement the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement, and further agree as follows:

1. Grant of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of 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 Trademark and Trademark Licenses to which it is a party, including those referred to on Supplement to Schedule I attached 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 referred to on Supplement to Schedule I attached hereto;
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark referred to on Supplement to Schedule I attached hereto or Trademark licensed under any Trademark License referred to on Supplement to Schedule I attached hereto or (ii) injury to the goodwill associated with any Trademark referred to on Supplement to Schedule I attached hereto or any Trademark licensed

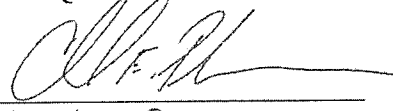
under any Trademark License referred to on Supplement to Schedule I attached hereto.

2. Supplement to Schedule 1 of Trademark Security Agreement. Schedule 1 of the Trademark Security Agreement and the Supplement Schedule to Trademark Security Agreement is hereby supplemented by the Supplement to Schedule 1 attached hereto and incorporated herein by reference.
3. Incorporation of the Trademark Security Agreement. The Trademark Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of 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. Delivery of an executed counterpart of this Agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WOODS EQUIPMENT COMPANY

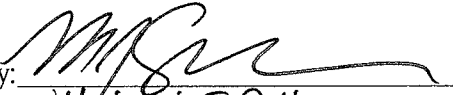
By: 

Name: Chad E. Pausen

Title: Vice-president, General Counsel and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Michael J. Sullivan
Title: Duly Authorized Signatory

SUPPLEMENT TO SCHEDULE 1
Trademark Registrations, Applications and Licenses

MARK	TRADEMARK REGISTRATION NUMBER	OWNER
GROUNDBREAKER	3064764	Woods Equipment Company