

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ameridrives International, LLC		10/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
Boston Gear LLC		10/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
Inertia Dynamics, LLC		10/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
TB Wood's Incorporated		10/22/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S Dearborn, Suite IL1-0054		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86714069	AMERIDISC	
<b>Serial Number:</b>	86706894	DOMED CROWN	
<b>Serial Number:</b>	86649763	DYNACORP	
<b>Serial Number:</b>	86622002	SURE-FLEX PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175747658		
<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>			
<b>Phone:</b>	6175743518		
<b>Email:</b>	smordas@goulstonstorrs.com		
<b>Correspondent Name:</b>	Stacey A. Mordas		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Stacey A. Mordas		

OP \$115.00 86714069

<b>SIGNATURE:</b>	/s/ Stacey A. Mordas
<b>DATE SIGNED:</b>	10/26/2015
<b>Total Attachments: 5</b> source=JPM- trademark#page1.tif source=JPM- trademark#page2.tif source=JPM- trademark#page3.tif source=JPM- trademark#page4.tif source=JPM- trademark#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 22, 2015, is made by Ameridrives International, LLC, Boston Gear LLC, Inertia Dynamics, LLC and TB Wood's Incorporated (each a "Grantor" and, collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties defined in the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of October 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Altra Industrial Motion Corp. (f/k/a Altra Holdings, Inc., a Delaware corporation) and certain of its subsidiaries party thereto (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, the Lenders are willing to extend credit and make such financial accommodations under the Credit Agreement, but only upon the condition, among others, that the Borrowers, the Grantors and certain other subsidiaries of the Borrowers shall have executed and delivered to the Administrative Agent for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of November 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent this Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule 1 hereto;

2.2. all renewals of the foregoing;

2.3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

2.4. all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

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

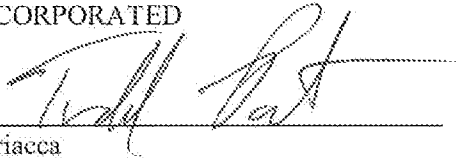
GRANTORS:

AMERIDRIVES INTERNATIONAL, LLC  
BOSTON GEAR LLC  
INERTIA DYNAMICS, LLC  
TB WOOD'S INCORPORATED

By: \_\_\_\_\_

Name: Todd Patriacca

Title: Treasurer

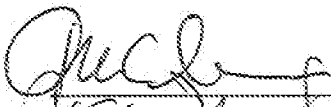
A handwritten signature in black ink, appearing to read "Todd Patriacca", is written over a horizontal line. The signature is stylized and cursive.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (JPM/ALTRA 2015)]

**TRADEMARK**  
**REEL: 005652 FRAME: 0478**

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: JCS  
Title: Vice President

**SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

None.

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Date</b>
Ameridrives International LLC	AMERIDISC	86/714,069	8/4/2015
Boston Gear LLC	DOMED CROWN	86/706,894	7/28/2015
Inertia Dynamics LLC	DYNACORP	86/649,763	6/3/2015
TB Wood's, Inc.	SURE-FLEX PLUS	86/622,002	5/7/2015