

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM378847

<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>
Simonds International L.L.C.		03/31/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74289327	DOMINATOR	
<b>Serial Number:</b>	71663527	STAND-ALL	
<b>Serial Number:</b>	72047901	BLUE TIP	
<b>Serial Number:</b>	72017316	SI-CHROME	
<b>Serial Number:</b>	74219882	RED STREAK	
<b>Serial Number:</b>	74361302	KODIAK	
<b>Serial Number:</b>	71380721	S	
<b>Serial Number:</b>	74449164	PALLET-BUSTER	
<b>Serial Number:</b>	74288046	THE SIMONDS SAW	
<b>Serial Number:</b>	71515586	SIMONDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2124597136		
<b>Email:</b>	tbennett@goodwinprocter.com		
<b>Correspondent Name:</b>	Tracey D. Bennett		
<b>Address Line 1:</b>	c/o Goodwin Procter LLP		
<b>Address Line 2:</b>	620 8th Ave.		

OP \$265.00 74289327

<b>Address Line 4:</b> New York, NEW YORK 10018	
<b>ATTORNEY DOCKET NUMBER:</b>	018414.114555
<b>NAME OF SUBMITTER:</b>	Tracey D. Bennett
<b>SIGNATURE:</b>	/s/Tracey D. Bennett
<b>DATE SIGNED:</b>	03/31/2016
<b>Total Attachments: 8</b> source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page1.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page2.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page3.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page4.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page5.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page6.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page7.tif source=Trademark Security Agreement (Simond International L.L.C.) [EXECUTED]#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 31, 2016 is made between Simonds International 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 Credit Agreement, dated as of March 31, 2016 (as amended, restated, amended and 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 and Guaranty Agreement, dated as of March 31, 2016 (as amended, restated, amended and 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 L.L.C

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

  
Name: Raymond J. Martino

Title: President and Chief Executive Officer

CITIZENS BANK, N.A.,  
as Administrative Agent

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

Name: Jeffrey P. Sullivan

Title: Senior Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005762 FRAME: 0609**

## Simonds International List of Trademarks and Current Owners

as of 3/25/2016

FILE #	TITLE	Current Owner	COUNTRY	STATUS	APPLICATION #
193083.0158-001	SIMONDS CANADA SAW CO. LTD RED STREAK and Design (Ribbon Sc roll)	Simonds Industries, Inc. (now Simonds International L.L.C.)	Canada	Registered	0,246,484
193083.0159-001	RED PRESHARPENED TANG and Design	Simonds Industries, Inc. (now Simonds International L.L.C.)	Brazil	Registered	815,691,726
193083.0161-001	File Design	Simonds Industries, Inc. (now Simonds International L.L.C.)	Canada	Registered	0,148,690
193083.0008-020	SIMONDS	Simonds International L.L.C.	Turkey	Pending	2015/58779
193083.0009-016	SIMONDS on Rectangle	Simonds International L.L.C.	Chile	Pending	1146646
193083.0014-001	DOMINATOR	Simonds International L.L.C.	United States of America	Registered	74/289,327
193083.0018-001	STAND-ALL	Simonds International L.L.C.	United States of America	Registered	71/663,527
193083.0023-001	BLUE TIP	Simonds International L.L.C.	United States of America	Registered	72/047,901
193083.0025-002	FUTURE 2000	Simonds International L.L.C.	Canada	Registered	635,666
193083.0027-001	SI-CHROME	Simonds International L.L.C.	United States of America	Registered	72/017,316
193083.0029-001	RED STREAK	Simonds International L.L.C.	United States of America	Registered	74/219,882
193083.0029-002	RED STREAK	Simonds International L.L.C.	Canada	Registered	1,037,777
193083.0038-002	SIMALOCK	Simonds International L.L.C.	Canada	Registered	
193083.0076-002	STRONGMAG	Simonds International L.L.C.	Canada	Registered	1,115,560
193083.0078-002	RED STREAK (stylized)	Simonds International L.L.C.	New Zealand	Registered	251860
193083.0079-002	TURBOTOOTH	Simonds International L.L.C.	Canada	Registered	1,125,570
193083.0090-003	SIMONDS and design (on Ribbon Scroll)	Simonds International L.L.C.	Brazil	Registered	
193083.0102-001	KODIAK	Simonds International L.L.C.	United States of America	Registered	74/361,302
193083.0134-001	S	Simonds International L.L.C.	United States of America	Registered	71/380,721
193083.0008-001	SIMONDS - Class 7	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Ecuador	Registered	135417
193083.0008-002	SIMONDS - Class 8	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Ecuador	Registered	135416
193083.0008-003	SIMONDS - Class 9	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Ecuador	Registered	135418
193083.0008-006	SIMONDS (Class 7)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Australia	Registered	514258
193083.0008-007	SIMONDS (Class 8)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Australia	Registered	514259

## Simonds International List of Trademarks and Current Owners

as of 3/25/2016

FILE #	TITLE	Current Owner	COUNTRY	STATUS	APPLICATION #
193083.0008-008	SIMONDS	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Republic of Korea	Registered	0011907
193083.0008-014	SIMONDS	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Trinidad and Tobago	Registered	34110
193083.0008-017	SIMONDS	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Canada	Registered	748,677
193083.0009-001	SIMONDS on Rectangle - Class 7	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Thailand	Registered	244798
193083.0009-002	SIMONDS on Rectangle - Class 8	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Thailand	Registered	244797
193083.0009-003	SIMONDS on Rectangle - Class 7	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	New Zealand	Registered	249616
193083.0009-004	SIMONDS on Rectangle - Class 8	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	New Zealand	Registered	249615
193083.0009-005	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Republic of Korea	Registered	91-304
193083.0009-007	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	European Union	Registered	0 303 370
193083.0009-008	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Denmark	Registered	VA 1991 01002
193083.0009-011	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Sweden	Registered	92-06802
193083.0009-012	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Germany	Registered	S 50 903/6 WZ



## Simonds International List of Trademarks and Current Owners

as of 3/25/2016

FILE #	TITLE	Current Owner	COUNTRY	STATUS	APPLICATION #
193083.0009-013	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	United States of America	Registered	74/515,586
193083.0009-014	SIMONDS on Rectangle (Class 8)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Mexico	Registered	52507
193083.0009-015	SIMONDS	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Vietnam	Pending	4-2014-02250
193083.0051-001	PALLET-BUSTER	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	United States of America	Registered	74/449,164
193083.0052-001	THE SIMONDS SAW and design	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	United States of America	Registered	74/288,046
193083.0156-001	SIMONDS SAW AND STEEL ON RIBBON SCROLL	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Peru	Registered	233388
193083.0156-002	SIMONDS SAW AND STEEL ON RIBBON SCROLL	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Peru	Registered	233389
193083.0157-001	SIMONDS and Design (on Black Rectangle)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Austria	Registered	AM 4075/92
193083.0157-002	SIMONDS and Design (on Black Rectangle) Class 7	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Argentina	Registered	1.925.785
193083.0157-003	SIMONDS and Design (on Black Rectangle) Class 8	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Argentina	Registered	1.925.786
193083.0157-004	SIMONDS and Design (on Black Rectangle)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Brazil	Registered	815749422
193083.0157-005	SIMONDS and Design (on Black Rectangle)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Mexico	Registered	456957

## as of 3/25/2016

**TRADEMARK**  
**REEL: 005762 FRAME: 0613**