

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380052

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900359351		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simonds Saw L.L.C.		03/31/2016	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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77466758	SICLONE	
Serial Number:	76395978	SINEWAVE	
Serial Number:	72043026	MULTI-KUT	
Serial Number:	71415716	VIXEN	
Serial Number:	75262641	DIEBAND+	
Serial Number:	77061018	IC ENDURO	
Serial Number:	78589024	BROADBAND	
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		
ATTORNEY DOCKET NUMBER:	018414.114555		

NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	04/11/2016
Total Attachments: 7 source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page1.tif source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page2.tif source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page3.tif source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page4.tif source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page5.tif source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page6.tif source=Trademark Security Agreement (Simond Saw L.L.C.) [EXECUTED]#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2016 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 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.

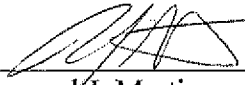
Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[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.

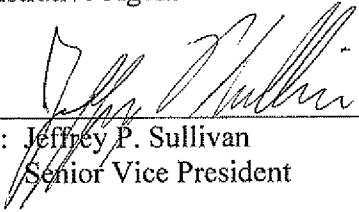
SIMONDS SAW L.L.C

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: 005764 FRAME: 0228

Simonds Saw List of Trademarks and Current Owners

as of 3/25/2016

FILE #	TITLE	Current Owner	COUNTRY	STATUS	APPLICATION #
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
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

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as of 3/25/2016

FILE #	TITLE	Current Owner	COUNTRY	STATUS	APPLICATION #
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
193083.0009-013	SIMONDS on Rectangle	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	United States of America	Registered	71/515,586
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

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as of 3/25/2016

FILE #	TITLE	Current Owner	COUNTRY	STATUS	APPLICATION #
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
193083.0157-006	SIMONDS and Design (on Black Rectangle)	Simonds International L.L.C. w/ Non-Exclusive License to Simonds Saw Inc.	Norway	Registered	904675
193083.0003-002	SICLONE	Simonds Saw L.L.C.	United States of America	Registered	77/466,758
193083.0006-001	SINE-WAVE	Simonds Saw L.L.C.	United States of America	Registered	76/395,978
193083.0006-002	SINE-WAVE	Simonds Saw L.L.C.	European Union	Registered	2 844 884
193083.0006-003	SINE-WAVE	Simonds Saw L.L.C.	Canada	Registered	1,151,462
193083.0006-004	SINE-WAVE	Simonds Saw L.L.C.	Mexico	Registered	568723
193083.0040-001	MULTI-KUT	Simonds Saw L.L.C.	United States of America	Registered	72/043,026
193083.0048-001	VIXEN	Simonds Saw L.L.C.	United States of America	Registered	71/415,716
193083.0064-001	DIEBAND+	Simonds Saw L.L.C.	United States of America	Registered	75/262,641
193083.0064-002	DIE BAND +	Simonds Saw L.L.C.	European Union	Registered	0 531 558
193083.0066-003	EPIC	Simonds Saw L.L.C.	Canada	Registered	1,016,514
193083.0153-001	BROADBAND	Simonds Saw L.L.C.	United States of America	Registered	78/589,024
193083.0153-002	BROADBAND	Simonds Saw L.L.C.	International Bureau (WIPO)	Registered	A0003256
193083.0155-001	IC ENDURO	Simonds Saw L.L.C.	United States of America	Registered	77/061,018
193083.0155-002	IC ENDURO	Simonds Saw L.L.C.	Canada	Registered	1,328,338

TRADEMARK

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RECORDED: 03/31/2016