

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blount International, Inc.		12/30/2016	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Woods Equipment Company		
Street Address:	4909 SE International Way		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97222		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2094219	TISCO	
Registration Number:	2207899	TRU-POWER	
Registration Number:	3105323	VINTAGE IRON	
CORRESPONDENCE DATA			
Fax Number:	2142200445		
<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:	214-220-0444		
Email:	firm@ipoftexas.com		
Correspondent Name:	Booth Albanesi Schroeder LLC		
Address Line 1:	2711 N Haskell Ave		
Address Line 2:	Suite 550		
Address Line 4:	Dallas, TEXAS 75204		
NAME OF SUBMITTER:	David Joers		
SIGNATURE:	/David Joers/		
DATE SIGNED:	02/12/2017		
Total Attachments: 5			
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Release of Security Interests

TO: Blount International, Inc.
Attention: Chad E. Paulson
4909 SE International Way,
Portland, OR 97222

December 30, 2016

Reference is made to the Credit Agreement, dated as of April 12, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "**Credit Agreement**"), among Blount International, Inc. (the "**Borrower**"), ASP Blade Intermediate Holdings, Inc. ("**Holdings**"), Woods Equipment Company (the "**Grantor**"), the other Subsidiary Guarantors, the Barclays Bank PLC, in its capacity as Administrative Agent and Collateral Agent (the "**Agent**") and the lenders from time to time party thereto. Capitalized terms used and not otherwise defined therein have the meaning set forth in the Credit Agreement.

The Grantor has informed the Agent that pursuant to Section 8.04(i) of the Credit Agreement, and otherwise in compliance with the Credit Documents (as defined below), the Grantor has entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of November 16, 2016, by and among the Grantor and South Marketing Affiliates, Inc., an Arkansas corporation (the "**Buyer**") pursuant to which the Grantor plans to dispose of (the "**Disposition**") the property listed on Schedule A attached hereto (the "**Collateral**").

The Grantor has requested the Agent to confirm for the benefit of Grantor and the Buyer the release of all of the Agent's rights to the Collateral in connection with the Disposition, as set forth and certified in the Officer's Certificate, dated December 29, 2016, delivered to the Agent (the "**Certificate**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Release.** The undersigned as Agent hereby, effective upon the consummation of the Disposition and the receipt by the Grantor of the proceeds thereof, releases, absolutely, unconditionally, irrevocably and forever all security interests of the Agent in the Collateral granted pursuant to the Credit Documents (but, for the avoidance of doubt, no other liens on any other assets of the Grantor granted pursuant thereto) (the "**Released Security Interest**") and agrees that all of the Released Security Interests will be, and hereby are, forever discharged. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by us, any of our agents or representatives or any other person) to the contrary, the Agent is authorizing solely the release of the Released Security Interests granted to it pursuant to the Credit Documents and not any other liens or security interests at any time granted by any Loan Party in favor of Agent, or any other person. The release set forth in this paragraph 1 is limited to the Released Security Interests, and any security interests not released hereby shall remain in full force and effect. The term "**Credit Documents**" shall mean the Credit Agreement, the Notes (if any), the Security Agreement, any other Security Documents and each other agreement, instrument or document designated by the Borrower and the Administrative Agent as a "Credit Document", but excluding, for the avoidance of doubt, any Hedge Agreements.

2. **Terms of Release.** The release set forth in paragraph 1 above (a) is a quitclaim release of any and all of the Released Security Interests insofar as they attach to any assets of the Grantor and (b) is given and will be effective without any recourse to the undersigned (whether as Agent or in its personal

capacity), except as that which survives such a release as expressly provided in the Credit Documents, and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity). No obligation secured by the Released Security Interests is released, discharged or terminated hereby.


3. *Financing Statement.* The undersigned as Agent hereby agrees to promptly file the Uniform Commercial Code statement necessary to effectuate, or reflect of public record, the release and discharge of the Released Security Interests, a copy of which are attached hereto as Exhibit A.

4. *Further Lien Releases.* The undersigned as Agent agrees that if you at any time determine and notify the undersigned as Agent in writing that the delivery of any additional instrument executed by the undersigned as Agent is required to release, discharge or terminate (a) any Released Security Interest or (b) any notice, filing or registration of any Released Security Interest, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver (and, if requested, acknowledge) such other instruments effecting or confirming such release, discharge or termination of any Released Security Interest or any notice, filing or registration of any Released Security Interest on the terms set forth herein and otherwise in form and substance reasonably satisfactory to the undersigned.

[Remainder of page intentionally left blank]

In Witness Whereof, the undersigned as Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests as of the date first above written.

BARCLAYS BANK PLC,
as Agent

By: 
Name: Craig J. Malloy
Title: Director

[Signature Page to Release of Security Interests]

TRADEMARK
REEL: 005987 FRAME: 0264

Schedule A

All of the Grantor's right, title and interest in, to and under the following properties, privileges, rights, interests and claims, real and personal, tangible and intangible, of the Grantor, to the extent such right, title or interest exists as of the closing of the transactions contemplated by the Purchase Agreement and such properties, privileges, rights, interests and claims are exclusive to the Business: (i) all Personal Property (other than those included as Retained Assets in accordance with Section 2.1(b) of the Purchase Agreement) including those items set forth on Schedule 2.1(a)(i) to the Purchase Agreement whether or not such listed items are exclusive to the Business; (ii) all Inventory; (iii) all Assumed Contracts; (iv) all franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies and all pending applications therefor or renewals thereof, in each case to the extent transferable to the Buyer and listed in Schedule 2.1(a)(iv) to the Purchase Agreement; (v) all data and records of the Business, including client, supplier and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records and, subject to any legal requirements, and copies of all personnel records of New Hires; (vi) all of the Intellectual Property including those listed in Schedule 2.1(a)(vi) to the Purchase Agreement; (vii) all prepaid expenses including those listed in Schedule 2.1(a)(vii) to the Purchase Agreement; and (viii) all rights to any action, suit, claim of any nature available to or being pursued by the Grantor, whether arising by way of counterclaim or otherwise, which relate directly to any of the Assumed Liabilities. Capitalized terms used but not otherwise defined in this Schedule A have the meanings set forth in the Purchase Agreement.

Exhibit A