

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM428151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simonds International L.L.C.		05/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Agent		
Street Address:	25 Mall Road		
Internal Address:	MBM 203		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	National banking association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	0601017	STAND-ALL	
Registration Number:	0531952	SIMONDS	
Registration Number:	1971652	PALLET-BUSTER	
Registration Number:	0342257	S	
Registration Number:	1887747	KODIAK	
Registration Number:	1794104	DOMINATOR	
Registration Number:	1767196	THE SIMONDS SAW	
Registration Number:	1711202	RED STREAK	
Registration Number:	0670557	BLUE TIP	
Registration Number:	0642907	SI-CHROME	
CORRESPONDENCE DATA			
Fax Number:	2132897727		
<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:	213 426 2623		
Email:	meason@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP/Michele Eason		
Address Line 1:	601 S. Figueroa St.		

OP \$265.00 0601017

Address Line 2:	41st floor
Address Line 4:	Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Michele A. Eason
SIGNATURE:	/s/ Michele A. Eason
DATE SIGNED:	05/18/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 17, 2017, is made between Simonds International L.L.C., a Delaware limited liability company (the “**Grantor**”), and Citizens Bank, N.A., as lender (together with its successor(s) thereto, the “**Lender**”).

WITNESSETH:

WHEREAS, the Grantor and the Lender, among others, are parties to the Amended and Restated Credit Agreement, dated as of May 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that Certain Amendment No. 1, dated as of May 17, 2017, to 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 Lender 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 Lender to make Loans pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, 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 Lender, and hereby grants to the Lender, 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 Lender 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 Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender 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 Lender 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.

[Signature page(s) to follow.]

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.

GRANTOR:

SIMONDS INTERNATIONAL L.L.C.

By: 
Name: Raymond J. Martino
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

CITIZENS BANK, N.A.,
as Administrative Agent

By: Syed Haider Raza
Name: Haider Raza
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006063 FRAME: 0340

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	STAND-ALL	0,601,017	01/18/1955
United States	SIMONDS on Rectangle	0,531,952	10/17/1950
United States	PALLET-BUSTER	1,971,652	04/30/1996
United States	S	0,342,257	01/12/1937
United States	KODIAK	1,887,747	04/04/1995
United States	DOMINATOR	1,794,104	09/21/1993
United States	THE SIMONDS SAW and design	1,767,196	04/27/1993
United States	RED STREAK	1,711,202	09/01/1992
United States	BLUE TIP	0,670,557	12/02/1958
United States	SI-CHROME	0,642,907	03/19/1957
Argentina	SIMONDS and Design (on Black Rectangle) Class 7	1.925.785	
Argentina	SIMONDS and Design (on Black Rectangle) Class 8	1.925.786	
Australia	SIMONDS (Class 7)	514258	
Australia	SIMONDS (Class 8)	514259	
Austria	SIMONDS and Design (on Black Rectangle)	AM 4075/92	
Brazil	SIMONDS and design (on Ribbon Scroll)		
Brazil	SIMONDS and Design (on Black Rectangle)	815749422	

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	SIMALOCK		
Canada	File Design	0,148,690	
Canada	SIMONDS CANADA SAW CO. LTD RED STREAK and Design (Ribbon Sc roll)	0,246,484	
Canada	FUTURE 2000	635,666	
Canada	SIMONDS	748,677	
Canada	THE SIMONDS SAW, RADIAL CRESCENT AND RIBBON DESIGN	990998	
Canada	SIMONDS CANADA SAW CO LTD. AND RIBBON & DESIGN	993009	
Canada	RED STREAK	1,037,777	
Canada	STRONGMAG	1,115,560	
Canada	TURBOTOOTH	1,125,570	
Denmark	SIMONDS on Rectangle	VA 1991 01002	
Ecuador	SIMONDS - Class 7	135417	
Ecuador	SIMONDS - Class 8	135417	
Ecuador	SIMONDS - Class 9	135418	
European Union	SIMONDS on Rectangle	0 303 370	
Germany	SIMONDS on Rectangle	S 50 903/6 WZ	

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico	SIMONDS on Rectangle (Class 8)	52507	
Mexico	SIMONDS and Design (on Black Rectangle)	456957	
New Zealand	SIMONDS on Rectangle - Class 8	249615	
New Zealand	SIMONDS on Rectangle - Class 7	249617	
New Zealand	RED STREAK (stylized)	251860	
Norway	SIMONDS and Design (on Black Rectangle)	90.4675	
Peru	SIMONDS SAW AND STELL ON RIBBON SCROLL	233388	
Peru	SIMONDS SAW AND STEEL ON RIBBON SCROLL	233389	
Republic of Korea	SIMONDS on Rectangle	91-304	
Republic of Korea	SIMONDS	0011907	
Sweden	SIMONDS on Rectangle	92-06802	
Thailand	SIMONDS on Rectangle - Class 8	244797	
Thailand	SIMONDS on Rectangle - Class 7	244798	
Trinidad and Tobago	SIMONDS	34110	
Vietnam	SIMONDS	4-2014-02250	

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Turkey	SIMONDS	2015/58779	