

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMONDS SAW L.L.C.		05/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Agent		
Street Address:	25 Mall Road		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3549831	SICLONE	
Registration Number:	2914827	SINEWAVE	
Registration Number:	0665693	MULTI-KUT	
Registration Number:	0368475	VIXEN	
Registration Number:	2196608	DIEBAND+	
Registration Number:	3262399	BROADBAND	
Registration Number:	3565090	IC ENDURO	
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.		
Address Line 2:	41st floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Michele A. Eason		
SIGNATURE:	/s/ Michele A. Eason		

OP \$190.00 3549831

DATE SIGNED:	06/02/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 26, 2017, is made between Simonds Saw 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 Credit Agreement, dated as of May 26, 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 the Security and Guaranty Agreement, dated as of May 26, 2017 (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.

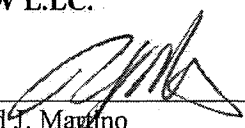
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including 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.

SIMONDS SAW L.L.C.

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

CITIZENS BANK, N.A.,
as Lender

By: _____
Name: Haider Raza
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006076 FRAME: 0308

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: Chief Executive Officer

CITIZENS BANK, N.A.,
as Lender

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

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	SICLONE	3,549,831	12/23/2008
United States	SINE-WAVE	2,914,827	12/28/2004
United States	MULTI-KUT	0,665,693	08/12/1958
United States	VIXEN	0,368,475	06/20/1939
United States	DIEBAND+	2,196,608	10/13/1998
United States	BROADBAND	3,262,399	10/25/2005
United States	IC ENDURO	3,565,090	01/20/2009
Canada	EPIC	1,016,514	
Canada	IC ENDURO	1,328,338	
Canada	SINE-WAVE	1,151,462	
EU	SINE-WAVE	2 844 884	
Mexico	SINE-WAVE	568723	
International Bureau (WIPO)	BROADBAND	A0003256	

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			