

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simonds International L.L.C.		12/31/2017	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: 10			
Property Type	Number	Word Mark	
Registration Number:	1971652	PALLET-BUSTER	
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:	0601017	STAND-ALL	
Registration Number:	0531952	SIMONDS	
Registration Number:	0342257	S	
Registration Number:	0642907	SI-CHROME	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$265.00 1971652

ATTORNEY DOCKET NUMBER:	18588.015311
NAME OF SUBMITTER:	/s/ Mia Ramic
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	01/02/2018
Total Attachments: 7 source=Simonds - Executed Trademark Security Agreement_Simonds#page1.tif source=Simonds - Executed Trademark Security Agreement_Simonds#page2.tif source=Simonds - Executed Trademark Security Agreement_Simonds#page3.tif source=Simonds - Executed Trademark Security Agreement_Simonds#page4.tif source=Simonds - Executed Trademark Security Agreement_Simonds#page5.tif source=Simonds - Executed Trademark Security Agreement_Simonds#page6.tif source=Simonds - Executed Trademark Security Agreement_Simonds#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 31, 2017, 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 Amended and Restated Credit Agreement, dated as of December 31, 2017 (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 Amended and Restated Security and Guaranty Agreement, dated as of December 31, 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 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 collaterally 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”; provided, that, for the avoidance of doubt, Trademark Collateral (including any “intent-to-use” Trademark applications) shall exclude any Excluded Property:

(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");

all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

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.

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 office in Canada. 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.

Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations (other than (x) contingent amounts not yet due, (y) Secured Hedging Obligations not yet due and payable or otherwise are permitted to survive the termination of the Credit Agreement and Letters of Credit cash collateralized or backstopped (in each case, in a manner satisfactory to each applicable Issuing Bank), and (z) Secured Cash Management Obligations not yet due and payable or otherwise are permitted to survive the termination of the Credit Agreement) shall have been paid in full.

Releases. If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then such Trademark Collateral shall be released from the Liens created hereby and the Agent, at the request and sole expense of the Grantor, shall promptly execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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.

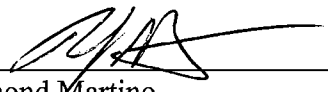
Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

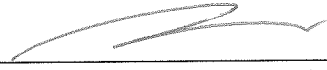
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR

SIMONDS INTERNATIONAL L.L.C.




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

CITIZENS BANK, N.A.,
as Administrative Agent

By: 
Name: Joseph Alberghini
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registered Trademarks</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
United States	PALLET-BUSTER	1971652	4/30/1996
United States	KODIAK	1887747	4/4/1995
United States	DOMINATOR	1794104	9/21/1993
United States		1767196	4/27/1993
United States	RED STREAK	1711202	9/1/1992
United States	BLUE TIP	0670557	12/2/1958
United States	STAND-ALL	0601017	1/18/1955
United States		0531952	10/17/1950
United States		0342257	1/12/1937
United States	SI-CHROME	0642907	3/19/1957
Canada	SIMONDS CANADA SAW CO LTD. AND RIBBON & DESIGN	NFLD3009	01/24/1948
Canada	THE SIMONDS SAW, RADIAL CRESCENT AND RIBBON DESIGN	NFLD998	05/10/1921
Canada	FUTURE 2000	TMA379635	02/08/1991
Canada	RED STREAK	TMA555565	12/17/2001
Canada	SIMALOCK	TMA117933	11/16/1959
Canada	STRONGMAG	TMA596850	12/08/2003
Canada	TURBOTooth	TMA631270	01/27/2005
Canada	SIMONDS CANADA SAW CO. LTD RED STREAK and Design (Ribbon Sc roll)	TMA112768	01/02/1959
Canada	File Design	TMDA47760	10/03/1929

Canada	SIMONDS	TMA462275	08/30/1996
--------	---------	-----------	------------

		<u>Pending Trademark Applications</u>	
<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>