

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM681752

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (ABL)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oregon Tool, Inc.		10/15/2021	Corporation: DELAWARE
SpeeCo, Incorporated		10/15/2021	Corporation: DELAWARE
Woods Equipment Company		10/15/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	900 W Trade Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Registration Number:	1204300	FILE-O-PLATE
Registration Number:	5994909	CARLTON
Registration Number:	5906638	MERIT
Registration Number:	6003405	CROSS-LINK
Registration Number:	5731499	ICS
Registration Number:	5327005	OREGON
Registration Number:	5313189	CONTROL CUT
Registration Number:	5313191	ADVANCE CUT
Registration Number:	5313190	POWERCUT
Registration Number:	5274396	OREGON
Registration Number:	5372629	OREGON
Registration Number:	5274398	OREGON
Registration Number:	5274399	OREGON
Registration Number:	5274400	OREGON
Registration Number:	5274401	OREGON
Registration Number:	5274402	OREGON
Registration Number:	5483471	OREGON

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Property Type	Number	Word Mark
Registration Number:	5274403	OREGON
Registration Number:	5494945	OREGON
Registration Number:	5288945	OREGON
Registration Number:	5288946	OREGON
Registration Number:	5758038	OREGON
Registration Number:	5715968	OREGON
Registration Number:	5715969	OREGON
Registration Number:	5734286	OREGON
Registration Number:	5715970	OREGON
Registration Number:	5715971	OREGON
Registration Number:	5459734	OREGON
Registration Number:	5715972	OREGON
Registration Number:	5601848	OREGON
Registration Number:	5775939	OREGON
Registration Number:	5715973	OREGON
Registration Number:	5251914	A BETTER SAW STARTS HERE
Registration Number:	5607442	FORCE3
Registration Number:	4419702	BIOTRIM
Registration Number:	4459489	OREGON
Registration Number:	4169111	GATOR
Registration Number:	4347144	POWERNOW
Registration Number:	4199248	LIGHTNING LOAD
Registration Number:	4176232	SHARPENS ON THE SAW, ON THE JOB, IN SECO
Registration Number:	4376750	OREGON
Registration Number:	4206331	G6
Registration Number:	4019857	POWERSHARP DIAMOND
Registration Number:	3789762	OREGON
Registration Number:	3773242	POWERGRIT
Registration Number:	3804262	FORCE4
Registration Number:	3962254	POWERSHARP
Registration Number:	3536576	ICS
Registration Number:	3516944	SUPERTWIST
Registration Number:	3309543	GATOR MULCHER
Registration Number:	3467858	CARLTON
Registration Number:	2974426	FUSION
Registration Number:	2889236	OREGON
Registration Number:	2588381	TSS
Registration Number:	2773019	WINDSOR

Property Type	Number	Word Mark
Registration Number:	2630993	OREGON
Registration Number:	2572044	SPEEDHOOK
Registration Number:	2562352	JET-FIT
Registration Number:	2646330	PASSPORT
Registration Number:	2605250	MICROCUT
Registration Number:	2534630	SPEED TIP
Registration Number:	2450047	SEALPRO
Registration Number:	1771107	WALL WALKER
Registration Number:	1615766	STARLINE
Registration Number:	1596110	PRO 91
Registration Number:	1307681	CARLTON
Registration Number:	1285833	SURE-SHARP
Registration Number:	1233304	PRO-LITE
Registration Number:	1205971	XTRAGUARD
Registration Number:	1062664	SURE SHARP
Registration Number:	0944029	MICRO CHISEL
Registration Number:	0602338	OREGON
Registration Number:	2449253	TWINPRO
Registration Number:	1654021	ICS
Registration Number:	4820750	SPEECO
Registration Number:	3992043	SPEECO
Registration Number:	3995660	SOLUTIONS FOR COUNTRY LIVING
Registration Number:	3886997	POWERPRO
Registration Number:	3886998	POWERPRO
Registration Number:	3413307	SPLITMASTER
Registration Number:	3064764	GROUNDBREAKER
Registration Number:	1396482	CF
Registration Number:	1328031	SAF-T-LOK
Registration Number:	1182720	GANNON
Registration Number:	1187361	WOODS
Registration Number:	1005542	JAW
Registration Number:	0747222	BATWING
Registration Number:	0684757	WAIN ROY
Serial Number:	90855861	WORLD'S #1 SAW CHAIN
Serial Number:	90619425	GATORLINE
Serial Number:	90619430	MAGNUM GATORLINE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

***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.***

**Phone:** 18007130755

**Email:** Ted.mulligan@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
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<b>SIGNATURE:</b>	/Doris Ka/
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<b>DATE SIGNED:</b>	10/18/2021
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**Total Attachments: 12**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

1. Oregon Tool, Inc.  
Corporation - Delaware, USA

2. SpeeCo, Incorporated  
Corporation - Delaware, USA

3. Woods Equipment Company  
Corporation - Delaware, USA

☐ Corporation- State: \_\_\_\_\_

☐ Other\_ \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 15, 2021

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Security Agreement (ABL)

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 900 W Trade Street

City: Charlotte

State: NC

Country: USA Zip: 28255

☐ Individual(s) Citizenship \_\_\_\_\_

☐ Association Citizenship \_\_\_\_\_

☐ Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text  
see attached Schedule I

B. Trademark Registration No.(s)  
see attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Redwood (08061.2220 ABL)

Email Address: dka@cahill.com

### 6. Total number of applications and registrations involved:

91

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

☐ Authorized to be charged to deposit account

☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Doris Ka

Signature

October 15, 2021

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 007457 FRAME: 0123

ABL TRADEMARK SECURITY AGREEMENT

ABL TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain U.S. ABL Security Agreement, dated as of October 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this ABL Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and a continuing security interest in and to all right, title and interest of such Grantor in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, “Trademark Collateral”):

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or

the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OREGON TOOL, INC.

By: 

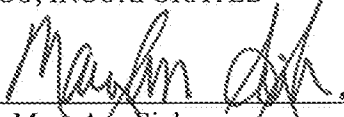

Name: Mary Ann Sigler

Title: Vice President

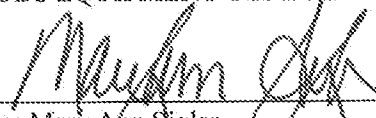
LPB



SPEECO, INCORPORATED

By:   
Name: Mary Ann Sigler  
Title: Vice President 

WOODS EQUIPMENT COMPANY

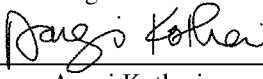
By:   
Name: Mary Ann Sigler  
Title: Vice President LBS

[Redwood -- U.S. ABL Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007457 FRAME: 0128**

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Aangi Kothari  
Title: Vice President

**SCHEDULE I**  
to  
**ABL TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**







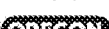
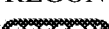



**United States Marks<sup>1</sup>**









**UNITED STATES MARKS:**


**Marks:**


<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner Name</b>
FILE-O-PLATE	73321515	7/30/1981	1204300	8/10/1982	Oregon Tool, Inc. (f/k/a Blount, Inc.)
CARLTON <b>Carlton</b>	88510224	7/11/2019	5994909	2/25/2020	Oregon Tool, Inc.
MERIT	88146857	10/8/2018	5906638	11/12/2019	Oregon Tool, Inc.
CROSS-LINK	88059157	7/31/2018	6003405	3/3/2020	Oregon Tool, Inc.
ICS	87911975	5/8/2018	5731499	4/23/2019	Oregon Tool, Inc.
OREGON	87322318	2/2/2017	5327005	11/7/2017	Oregon Tool, Inc.
CONTROL CUT	87164877	9/8/2016	5313189	10/17/2017	Oregon Tool, Inc.
ADVANCE CUT	87164905	9/8/2016	5313191	10/17/2017	Oregon Tool, Inc.
POWER CUT	87164902	9/8/2016	5313190	10/17/2017	Oregon Tool, Inc.
OREGON	87128702	8/5/2016	5274396	8/29/2017	Oregon Tool, Inc.
OREGON	87128894	8/5/2016	5372629	1/9/2018	Oregon Tool, Inc.
OREGON	87128881	8/5/2016	5274398	8/29/2017	Oregon Tool, Inc.
OREGON	87128914	8/5/2016	5274399	8/29/2017	Oregon Tool, Inc.
OREGON	87128925	8/5/2016	5274400	8/29/2017	Oregon Tool, Inc.
OREGON	87128932	8/5/2016	5274401	8/29/2017	Oregon Tool, Inc.
OREGON	87128964	8/5/2016	5274402	8/29/2017	Oregon Tool, Inc.

<sup>1</sup> Borrower to file ownership transfers to applicable Loan Parties.

Title	Application Number	Application Date	Registration Number	Registration Date	Owner Name
OREGON	87128949	8/5/2016	5483471	6/5/2018	Oregon Tool, Inc.
OREGON	87128976	8/5/2016	5274403	8/29/2017	Oregon Tool, Inc.
OREGON	87129001	8/5/2016	5494945	6/19/2018	Oregon Tool, Inc.
OREGON	87129037	8/5/2016	5288945	9/19/2017	Oregon Tool, Inc.
OREGON	87129063	8/5/2016	5288946	9/19/2017	Oregon Tool, Inc.
OREGON 	87129184	8/5/2016	5758038	5/21/2019	Oregon Tool, Inc.
OREGON 	87129191	8/5/2016	5715968	4/2/2019	Oregon Tool, Inc.
OREGON 	87129205	8/5/2016	5715969	4/2/2019	Oregon Tool, Inc.
OREGON 	87129198	8/5/2016	5734286	4/23/2019	Oregon Tool, Inc.
OREGON 	87129217	8/5/2016	5715970	4/2/2019	Oregon Tool, Inc.
OREGON 	87129224	8/5/2016	5715971	4/2/2019	Oregon Tool, Inc.
OREGON 	87129243	8/5/2016	5459734	5/1/2018	Oregon Tool, Inc.
OREGON 	87129232	8/5/2016	5715972	4/2/2019	Oregon Tool, Inc.
OREGON 	87129256	8/5/2016	5601848	11/6/2018	Oregon Tool, Inc.
OREGON 	87129268	8/5/2016	5775939	6/11/2019	Oregon Tool, Inc.
OREGON 	87129281	8/5/2016	5715973	4/2/2019	Oregon Tool, Inc.
A BETTER SAW STARTS HERE	86911668	2/18/2016	5251914	7/25/2017	Oregon Tool, Inc.
FORCE3	86885658	1/25/2016	5607442	11/13/2018	Oregon Tool, Inc.
BIOTRIM	85723249	9/7/2012	4419702	10/15/2013	Oregon Tool, Inc.
OREGON	85342553	6/9/2011	4459489	12/31/2013	Oregon Tool, Inc.
GATOR	85316707	5/10/2011	4169111	7/3/2012	Oregon Tool, Inc.

Title	Application Number	Application Date	Registration Number	Registration Date	Owner Name
POWERNOW	85198788	12/15/2010	4347144	6/4/2013	Oregon Tool, Inc.
LIGHTNING LOAD	85194247	12/9/2010	4199248	8/28/2012	Oregon Tool, Inc.
SHARPENS ON THE SAW, ON THE JOB, IN SECONDS	85105262	8/11/2010	4176232	7/17/2012	Oregon Tool, Inc.
OREGON 	77914656	1/19/2010	4376750	7/30/2013	Oregon Tool, Inc.
G6 	77896882	12/18/2009	4206331	9/11/2012	Oregon Tool, Inc.
POWERSHARP DIAMOND 	77649480	1/14/2009	4019857	8/30/2011	Oregon Tool, Inc.
OREGON 	77812175	8/25/2009	3789762	5/18/2010	Oregon Tool, Inc.
POWERGRIT	77694503	3/19/2009	3773242	4/6/2010	Oregon Tool, Inc.
FORCE4	77683520	3/4/2009	3804262	6/15/2010	Oregon Tool, Inc.
POWERSHARP	77649468	1/14/2009	3962254	5/17/2011	Oregon Tool, Inc.
ICS 	77441580	4/7/2008	3536576	11/25/2008	Oregon Tool, Inc.
SUPERTWIST	77016932	10/9/2006	3516944	10/14/2008	Oregon Tool, Inc.
GATOR MULCHER	78828892	3/3/2006	3309543	10/9/2007	Oregon Tool, Inc.
CARLTON 	78759737	11/22/2005	3467858	7/15/2008	Oregon Tool, Inc.
FUSION	78356507	1/23/2004	2974426	7/19/2005	Oregon Tool, Inc.
OREGON 	78300820	9/16/2003	2889236	9/28/2004	Oregon Tool, Inc.
TSS	76317239	9/26/2001	2588381	7/2/2002	Oregon Tool, Inc.
WINDSOR	76273732	6/18/2001	2773019	10/14/2003	Oregon Tool, Inc.
OREGON 	76273733	6/18/2001	2630993	10/8/2002	Oregon Tool, Inc.

Title	Application Number	Application Date	Registration Number	Registration Date	Owner Name
SPEEDHOOK	76007542	3/24/2000	2572044	5/21/2002	Oregon Tool, Inc.
JET-FIT	75908632	2/3/2000	2562352	4/16/2002	Oregon Tool, Inc.
PASSPORT	75831493	10/25/1999	2646330	11/5/2002	Oregon Tool, Inc.
MICROCUT	75779491	8/18/1999	2605250	8/6/2002	Oregon Tool, Inc.
SPEED TIP	75776978	8/16/1999	2534630	1/29/2002	Oregon Tool, Inc.
SEALPRO	75766434	7/23/1999	2450047	5/8/2001	Oregon Tool, Inc.
WALL WALKER	74265325	4/13/1992	1771107	5/18/1993	Oregon Tool, Inc.
STARLINE	74014800	12/28/1989	1615766	10/2/1990	Oregon Tool, Inc.
PRO 91	73831297	10/16/1989	1596110	5/15/1990	Oregon Tool, Inc.
CARLTON	73445172	9/26/1983	1307681	12/4/1984	Oregon Tool, Inc.
SURE-SHARP	73400788	10/13/1982	1285833	7/17/1984	Oregon Tool, Inc.
PRO-LITE	73345764	1/15/1982	1233304	4/5/1983	Oregon Tool, Inc.
XTRAGUARD	73297042	2/13/1981	1205971	8/24/1982	Oregon Tool, Inc.
SURE SHARP	73094883	7/28/1976	1062664	4/5/1977	Oregon Tool, Inc.
MICRO CHISEL	72390294	4/26/1971	0944029	10/3/1972	Oregon Tool, Inc.
OREGON	71660427	2/1/1954	0602338	2/22/1955	Oregon Tool, Inc.
TWINPRO	76054080	5/23/2000	2449253	5/8/2001	Oregon Tool, Inc.
ICS	74013774	12/26/1989	1654021	8/13/1991	Oregon Tool, Inc.
SPEECO	86347272	7/24/2014	4820750	9/29/2015	SpeeCo, Incorporated
SPEECO	85024271	4/27/2010	3992043	7/12/2011	SpeeCo, Incorporated
SOLUTIONS FOR COUNTRY LIVING	77897741	12/20/2009	3995660	7/19/2011	SpeeCo, Incorporated
POWERPRO	77663408	2/4/2009	3886997	12/7/2010	SpeeCo, Incorporated
POWERPRO 	77663419	2/4/2009	3886998	12/7/2010	SpeeCo, Incorporated
SPLITMASTER	78885879	5/17/2006	3413307	4/15/2008	SpeeCo, Incorporated

Title	Application Number	Application Date	Registration Number	Registration Date	Owner Name
GROUNDBREAKER	76594143	5/25/2004	3064764	3/7/2006	Woods Equipment Company
CF 	73570498	11/26/1985	1396482	6/10/1986	Woods Equipment Company
SAF-T-LOK	73460007	1/9/1984	1328031	4/2/1985	Woods Equipment Company
GANNON	73253990	3/14/1980	1182720	12/22/1981	Woods Equipment Company
WOODS	73202597	2/5/1979	1187361	1/26/1982	Woods Equipment Company
JAW	72444148	12/19/1972	1005542	2/25/1975	Woods Equipment Company
BATWING	72142476	4/17/1962	0747222	3/26/1963	Woods Equipment Company
WAIN ROY	72066830	1/30/1959	0684757	9/8/1959	Woods Equipment Company

**Mark Applications:**

Title	Application Number	Application Date	Owner Name
WORLD'S #1 SAW CHAIN	90855861	7/29/2021	Oregon Tool, Inc.
GATORLINE	90619425	4/1/2021	Oregon Tool, Inc.
MAGNUM GATORLINE	90619430	4/1/2021	Oregon Tool, Inc.