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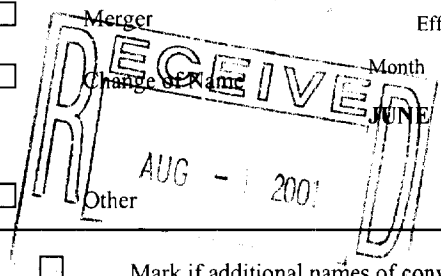
Submission Type

- New
- Resubmission
Document ID #
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08/01/01

Conveyance Type

- Assignment
- Security Agreement
- License
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other



Effective Date

Month Day Year
JUNE 19, 2001

Conveying Party

Enter Additional Conveying Party

Name SIMONDS INDUSTRIES, INC.

Execution Date

Formerly

Month Day Year

JUNE 19, 2001

- Individual
- General Partnership
- Limited Partnership
- Corporation

State of Incorporation - DELAWARE

Mark if additional names of conveying parties attached

Receiving Party

Name CITIZENS BANK OF MASSACHUSETTS

Mark if additional names of receiving attached

DBA/AKA/TA

Composed of

Address (line 1) 28 STATE STREET

Address (line 2)

Address (line 3) City BOSTON State/Country MASSACHUSETTS Zip Code 02109

- Individual
- General Partnership
- Limited Partnership

MASSACHUSETTS SAVINGS BANK

State of Incorporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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01 FC:481 40.00 DP
02 FC:482 1950.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(617) 570-1310

Name Marie M. Nuguid, Senior Legal Assistant

Address (line 1) Goodwin Procter LLP

Address (line 2) Exchange Place

Address (line 3) 53 State Street

Address (line 4) Boston, MA 02109-2881

PageEnter the total number of pages of the attached conveyance document
including any attachments.

8

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached.

Trademark Registration Numbers:

SEE ATTACHED SCHEDULE (79 trademarks)

Trademark Registration Numbers:

Number of Properties

Enter the total number of properties involved

79

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$1990.00

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 07-1700

Authorization to charge additional fees: Yes No **Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Marie M. Nuguid, Senior Paralegal Asst
Attorney Name*Marie M. Nuguid*
Attorney SignatureAugust 1, 2001
Date Signed

SCHEDULE 1

SIMONDS INDUSTRIES INC.

U.S. TRADEMARKS

	Serial No.	Mark	Reg. No.	Status
1.	75-437234	EHS	2,289,561	Renewal due 2009
2.	75-410172	EPIC	2,297,412	Renewal due 2009
3.	75-353376	MATRIX PLUS		Pending
4.	75-333342	DUSTBUSTER		Pending
5.	75-262641	DIE BAND+	2,196,608	Renewal due 2008
6.	75-240007	Red Tang Design		Pending
7.	75-226189	MAXIMISER	2,316,941	Renewal due 2006
8.	75-072323	CUTTING INTO THE 21ST CENTURY	2,070,868	Renewal due 2006
9.	74-656811	BIG HOOF	2,166,116	Renewal due 2007
10.	74-597478	SUPER CENTAUR	1,992,031	Renewal due 2006
11.	74-543052	FILE-ALL	1,953,742	Renewal due 2005
12.	74-539568	(Design only)	1,956,866	Renewal due 2005
13.	74-537988	MAXI-SHARP	1,911,133	Renewal due 2005
14.	74-494639	LIMB-INATOR	1,930,297	Renewal due 2005
15.	74-449164	PALLET-BUSTER	1,971,652	Renewal due 2005
16.	74-449106	BUNDLE BAND	1,968,791	Renewal due 2005
17.	74-401378	SIMONDS SAW CONTROL	1,931,965	Renewal due 2005
18.	74-300335	ARROWHEAD	1,759,492	Renewal due 2002

19.	74-289327	DOMINATOR	1,794,104	Renewal due 2003
20.	74-288479	TIMBER FOX		Inactive
21.	74-288439	BLACK MASTER FINISH	1,820,450	Renewal due 2004
22.	74-288434	CLINCH EDGE	1,867,462	Renewal due 2004
23.	74-288047	UNEQUALED IN QUALITY AND UNIFORMITY (Design)	1,765,562	Renewal due 2003
24.	74-288046	The Simonds Saw (Design)	1,767,196	Renewal due 2003
25.	74-251063	CENTAUR (and Design)	1,773,417	Renewal due 2003
26.	74-219882	RED STREAK	1,711,202	Renewal due 2002
27.	74-187378	MIRROR EDGE	2,823,584	Renewal due 2004
28.	74-183796	SUPREMEEDGE		Pending
29.	74-170222	JOHNSON	1,736,106	Renewal due 2002
30.	73-795525	FUTURE 2000	1,579,777	Registered
31.	73-599966	MAXIMISER		Registered
32.	73-526092	PORT-A-MAX	1,372,160	Registered
33.	73-434698	DISSTON-PHILBRICK	1,345,601	Renewal due 2005
34.	73-429893	MICHIGAN KNIFE CO.	1,324,063	Renewal due 2004
35.	73-358092	S (and Design)	1,233,415	Registered
36.	72-387487	LOCK-SLOT	933,169	Renewal due 2002
37.	72-043026	MULTI-KUT	665,693	Renewal due 2008
38.	72-017316	SI-CHROME	642,907	Renewal due 2007
39.	71-663527	STAND-ALL	601,017	Renewal due 2005
40.	71-627014	TUNGSWELD (Stylized)	570,007	Renewal due 2003
41.	71-595955	JOHNSON (and Design)	5,398,427	Registered

42.	71-586971	WHIZCUT	551,241	Renewal due 11/01
43.	204,838	RED STREAK (Design)	197,551	Renewal due 2004
44.	71-515586	SIMONDS (and Design)	531,952	Registered
45.	71-380721	S (Stylized)	342,257	Renewal due 2006
46.	71-349976	NUCUT	322,059	Renewal due 2005
47.	71-348527	SIMONS SI-CLONE	316,240	Renewal due 2004
48.	71-337386	DISSTEEL	306,052	Renewal due 2003
49.	71-286600	(Design only)	263,982	Renewal due 2009
50.	71-273684	SUPER DUTY	252,686	Renewal due 2009
51.	71-077550	SIMONDS (Stylized)	99,027	Renewal due 2004
52.	71-063066	(Design only)	89,509	Renewal due 2002
53.	205,112	LAZY EIGHT DESIGN	789,957	Renewal due 2005
54.	72-047,901	BLUE TIP	670,557	Renewal due 2008
55.	71-415,716	VIXEN	368,475	Renewal due 2009
56.	211,530	SI-WELD	1,154,558	Renewal due 5/01
57.	71-411,531	HELLER NUCUT (design)	370,687	Renewal due 2009
58.		SI-NAMIC	712,481	Renewal due 9/01
59.		WHITE TANG ON END OF FILE	161,781	Renewal due 2002
60.		SI-CLONE	765,009	Renewal due 2004
61.		SI-MET	770,991	Renewal due 2004
62.		WELD-EDGE	778,734	Renewal due 2004
63.	166,045	COBALT 529	783,974	Renewal due 2005

64.	205,368	RED BAND ON END	196,882	Renewal due 2004
65.	204,676	RED BAND ON EDGE	196,889	Renewal due 2004
66.	529,320	THE GUIDELINE	1,362,697	Renewal due 2005
67.	215,019	RED BAND ON EDGE	796,348	Renewal due 2005
68.	204,927	SI-MALOY	797,149	Renewal due 2005
69.		MAXIMISER	1,422,549	Renewal due 2006
70.	498,104	AMSWISS	426,024	Renewal due 2006
71.		MIRRO-KEEN	1,309,717	Renewal due 2004
72.	75-492,619	PINNACLE	2,315,654	Renewal due 2006
73.		FLAKEMASTER	779,812	Renewal due 2004
74.		MOULDMASTER	827,834	Renewal due 2007
75.	183,006	TUNGSWELD	179,372	Renewal due 2004
76.	75-598,626	EPIC		Pending
77.	76-025,822	COPPERHEAD		Pending
78.	75-834,532	FLARE SIDE		Pending
79.	76-228,992	STRONG HOLD		Pending

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, SIMONDS INDUSTRIES INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Citizens Bank of Massachusetts (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Loan and Security Agreement (All Assets) dated as of December 29, 2000 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made

