

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROADWIND ENERGY, INC.		08/23/2012	CORPORATION: DELAWARE
BROADWIND TOWERS, INC.		08/23/2012	CORPORATION: WISCONSIN
BROADWIND SERVICES, LLC		08/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
BRAD FOOTE GEAR WORKS, INC.		08/23/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	ALOSTAR BANK OF COMMERCE
Street Address:	3630 Peachtree Road, NE
Internal Address:	Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	STATE BANKING INSTITUTION: ALABAMA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77774930	BRAD FOOTE GEAR WORKS
Serial Number:	77774923	BROADWIND
Serial Number:	77355856	BROADWIND ENERGY
Serial Number:	77774938	BROADWIND ENERGY
Serial Number:	77774926	
Serial Number:	77537023	HUB AND SPOKE
Serial Number:	77391180	WHEREVER YOU TURN, WE'LL BE THERE

CORRESPONDENCE DATA

Fax Number: 4048152424

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE  
Address Line 2: Suite 2400  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/23/2012
Total Attachments: 5 source=Broadwind trademark security agreement#page1.tif source=Broadwind trademark security agreement#page2.tif source=Broadwind trademark security agreement#page3.tif source=Broadwind trademark security agreement#page4.tif source=Broadwind trademark security agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of August, 2012, between **Broadwind Energy, Inc.**, a Delaware corporation ("Parent"), **Broadwind Towers, Inc.**, a Wisconsin corporation ("Towers"), **Brad Foote Gear Works, Inc.**, an Illinois corporation ("Brad Foote"), and **Broadwind Services, LLC**, a Delaware limited liability company ("Services"; and together with Parent, Towers and Brad Foote, each, individually, a "Grantor" and, collectively, "Grantors"), and **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Grantors and Lender, Lender has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.5 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any license, including any right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

Notwithstanding the foregoing paragraph, the security interest granted by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

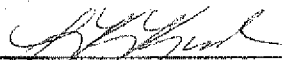
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

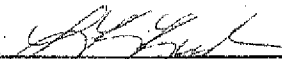
**BROADWIND ENERGY, INC.**

By:   
Name: Stephanie K. Kushner  
Title: Executive Vice President & Chief Financial Officer


**BROADWIND TOWERS, INC.**

By:   
Name: Stephanie K. Kushner  
Title: Authorized Signatory

**BROADWIND SERVICES, LLC**

By:   
Name: Stephanie K. Kushner  
Title: Authorized Signatory

**BRAD FOOTE GEAR WORKS, INC.**

By:   
Name: Stephanie K. Kushner  
Title: Authorized Signatory

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ALOSTAR BANK OF COMMERCE

By:           *C. J. [Signature]*            
Name:           *Christopher Nairne*            
Title:           *J.P.*          

TRADEMARK SECURITY AGREEMENT

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Owner</b>	<b>Mark</b>	<b>Type</b>	<b>Class</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Status</b>
Brad Foote Gear Works, Inc.	Brad Foote Gear Works	Standard Characters	35	07/06/2009	77774930	Pending
Broadwind Energy, Inc.	Broadwind	Standard Characters	37	07/06/2009	77774923	Pending
Broadwind Energy, Inc.	Broadwind Energy	Standard Characters	35	12/19/2007	77355856	Pending
Broadwind Energy, Inc.	Broadwind Energy & Logo	Standard Characters & Drawing	37	07/06/2009	77774938	Registered
Broadwind Energy, Inc.	Broadwind Energy Logo	Drawing	37	07/06/2009	77774926	Pending
Broadwind Energy, Inc.	Hub & Spoke	Standard Characters	Int. 35	08/01/2008	77537023	Pending
Broadwind Energy, Inc.	Wherever You Turn, We'll Be There	Standard Characters	35	02/07/2008	77391180	Pending

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**RECORDED: 08/23/2012**

**TRADEMARK**  
**REEL: 004848 FRAME: 0361**