

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROADWIND ENERGY, INC.		10/26/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	120 South LaSalle Street
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85884183	BLADEMAX
Serial Number:	77774923	BROADWIND
Serial Number:	85202853	BROADWIND
Serial Number:	77355856	BROADWIND ENERGY
Serial Number:	77774938	BROADWIND ENERGY
Serial Number:	77774926	
Serial Number:	85884187	DRIVEMAX
Serial Number:	85884194	WE MAKE WIND WORK BETTER
Serial Number:	77391180	WHEREVER YOU TURN, WE'LL BE THERE

CORRESPONDENCE DATA

Fax Number:

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.

Email: croork@hmbllaw.com
 Correspondent Name: Ati P Khatri
 Address Line 1: 500 W MADISON ST
 Address Line 2: STE 3700
 Address Line 4: CHICAGO, ILLINOIS 60661

OP \$240.00 85884183

NAME OF SUBMITTER:	Ati P Khatri
SIGNATURE:	/ATI P KHATRI/
DATE SIGNED:	11/11/2016
Total Attachments: 5 source=Trademark Security Agreement from Broadwind Energy (Broadwind)#page1.tif source=Trademark Security Agreement from Broadwind Energy (Broadwind)#page2.tif source=Trademark Security Agreement from Broadwind Energy (Broadwind)#page3.tif source=Trademark Security Agreement from Broadwind Energy (Broadwind)#page4.tif source=Trademark Security Agreement from Broadwind Energy (Broadwind)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated October 26th, 2016, is made by Broadwind Energy, Inc., a Delaware corporation ("Grantor"), in favor of The PrivateBank and Trust Company, an Illinois banking corporation ("Secured Party").

RECITALS

A. Secured Party and Grantor have entered into that certain Loan and Security Agreement, dated the date hereof, by and among Secured Party, Grantor and the other Borrowers thereunder (as may be amended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to extend credit to Grantor and the other Borrowers under the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the Obligations.

In consideration of the mutual agreements set forth herein and in the Loan Agreement and the other Loan Documents, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 annexed hereto and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest

therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided further, upon the request of Secured Party, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

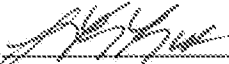
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest 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.

[Signature Page Follows.]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

BROADWIND ENERGY, INC.

By: 
Name: Stephanie K. Kushner
Title: President, Chief Executive Officer

Acknowledged as of the date
first set forth above.

SECURED PARTY:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Tom Hunt, Managing Director

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

BROADWIND ENERGY, INC.

By: _____
Name: Stephanie K. Kushner
Title: President, Chief Executive Officer

Acknowledged as of the date
first set forth above.

SECURED PARTY:

THE PRIVATEBANK AND TRUST COMPANY

By:  _____
Tom Hunt, Managing Director

SCHEDULE 1

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
BLADEMAX	85884183	March 22, 2013	4557030	June 24, 2014
BROADWIND	77774923	July 6, 2009	4074525	December 20, 2011
Broadwind	85202853	December 21, 2010	4498403	March 18, 2014
BROADWIND ENERGY	77355856	December 19, 2007	3702336	October 27, 2009
Broadwind Energy logo (characters and design)	77774938	July 6, 2009	4074527	December 20, 2011
Broadwind Energy logo (swoosh logo)	77774926	July 6, 2009	4498404	December 20, 2011
DRIVEMAX	85884187	March 22, 2013	4557031	June 24, 2014
WE MAKE WIND WORK BETTER	85884194	March 22, 2013	4565175	August 8, 2014
WHEREVER YOU TURN, WE'LL BE THERE	77391180	February 7, 2008	3706083	November 3, 2009