

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Disc, Incorporated		06/29/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	777 N. Water St.		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	76494313	ARNESON	
Serial Number:	77767242	EJS	
Serial Number:	77767248	EXPRESS JOYSTICK SYSTEM	
Serial Number:	77767275	EXPRESS JOYSTICK SYSTEM	
Serial Number:	85857177	EXPRESS POSITIONING	
Serial Number:	85944873	EXPRESS POSITIONING	
Serial Number:	77511431	MASTER TRIM	
Serial Number:	85909731	QUICK SHIFT	
Serial Number:	85909772	QUICK SHIFT	
Serial Number:	72311086	TWIN DISC	
Serial Number:	77177542	TWIN DISC	
Serial Number:	77980178	TWIN DISC	
Serial Number:	85477677	TWIN DISC	
Serial Number:	77177447	WE PUT HORSEPOWER TO WORK	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<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:	608-257-3501		

OP \$365.00 76494313

Email: kateelin@michaelbest.com
Correspondent Name: Kelly Teelin
Address Line 1: 1 S. Pinckney St.
Address Line 2: Ste. 700
Address Line 4: Madison, WISCONSIN 53703

NAME OF SUBMITTER: Kelly Teelin

SIGNATURE: /s/ Kelly Teelin

DATE SIGNED: 07/02/2018

Total Attachments: 40

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**ASSIGNMENT OF AND AMENDMENT TO
IP SECURITY AGREEMENT**

THIS ASSIGNMENT OF AND AMENDMENT TO IP SECURITY AGREEMENT (the “*Assignment*”), is made on June 29, 2018, by and among BANK OF MONTREAL (“*Assignor*”), BMO HARRIS BANK N.A. (“*Assignee*”), and TWIN DISC, INCORPORATED, a Wisconsin corporation (“*Grantor*”).

RECITALS:

A. Pursuant to the Credit Agreement, dated April 22, 2016, by and among Borrower, Assignor and the lenders party thereto (the “*2016 Credit Agreement*”), Grantor and Assignor entered into that certain Intellectual Property Security Agreement, dated as of April 22, 2016 (the “*IP Security Agreement*”), a copy of which is attached hereto as Exhibit A;

B. Contemporaneously herewith, Assignee will refinance the credit facilities extended by Assignor to Borrower under the 2016 Credit Agreement, and finance additional credit facilities, pursuant to that certain Credit Agreement, dated as of the date hereof, by and between Assignee and Borrower (the “*2018 Credit Agreement*”);

C. Assignor now desires to assign its rights and obligations as Secured Party and Bank (as defined herein) under the IP Security Agreement to Assignee, and Assignee desires to accept such assignment; and

D. The parties hereto also desire to amend the IP Security Agreement on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and made a part hereof, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Assignment and Assumption.

(a) Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor’s rights and obligations as Secured Party and Bank (as defined herein) under the IP Security Agreement. The assignment set forth in this Section 1(a) shall be without recourse to or representation or warranty (except as expressly provided in this Assignment, in the other documents executed in connection with this Assignment, or in the IP Security Agreement, as assigned and amended) by Assignor.

(b) Assignee shall become and be a party to the IP Security Agreement and succeed to all of the rights and be obligated to perform all of the obligations of Secured Party and Bank under the IP Security Agreement.

(c) In conjunction with the assignment hereunder, Assignor shall transfer and deliver to Assignee any and all Collateral, and/or evidence thereof, in Assignor's possession. Until such time as the Collateral in Assignor's possession is transferred to Assignee, Assignor shall hold such Collateral for the benefit of the Assignee.

2. Amendments. The IP Security Agreement is hereby amended as follows:

(a) Secured Party. The definition "*Secured Parties*" in the IP Security Agreement is hereby amended and restated to mean "BMO Harris Bank N.A., a national banking association."

(b) Administrative Agent. The definition of "*Administrative Agent*" in the IP Security Agreement is hereby deleted in its entirety and replaced with the term "*Bank*" (as defined herein). It is the intention of the parties hereto that, from and after the date hereof, all references in the IP Security Agreement to the Administrative Agent shall mean and be a reference to Bank.

(c) Credit Agreement. The definition of "*Credit Agreement*" in the IP Security Agreement is hereby amended and restated to mean "the Credit Agreement, dated as of June 29, 2018, by and between Bank and Grantor, as the same may hereafter be amended, restated, supplemented or otherwise modified."

(d) Security Agreement. The definition of "*Security Agreement*" in the IP Security Agreement is hereby amended and restated to mean "the Security Agreement, dated as of April 22, 2016, by and between Grantor and Bank, as assigned to and amended by that certain Assignment of and Amendment to IP Security Agreement, dated as of June 29, 2018, between Grantor, Bank and Bank of Montreal, as assignor."

3. No Termination. The parties hereto acknowledge and agree that notwithstanding any terms or conditions contained in the IP Security Agreement to the contrary, neither this Assignment, nor any other assignment, amendment or restatement of any other Loan Document (as defined in the 2016 Credit Agreement), shall trigger a termination of the IP Security Agreement.

4. No Novation. It is the intention of the parties hereto that this Assignment not constitute a novation of the obligations under the IP Security Agreement and that, from and after the date hereof, the IP Security Agreement shall be amended hereby and all references herein to "hereunder," "hereof," or words of like import and all references in any Loan Documents or any documents entered into in connection therewith to the "IP Security Agreement" or words of like import shall mean and be a reference to the IP Security Agreement as assigned and amended hereby as and as hereafter amended, supplemented, restated or renewed.

5. Ratification. As hereby assigned and amended, the IP Security Agreement and all representations and warranties provided therein are hereby ratified, approved and confirmed in all respects.

6. Conflict. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the IP Security Agreement, the terms and conditions of this Assignment shall control.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


8. Capitalized Terms. Capitalized terms used but not otherwise defined in this Assignment shall have the definitions given said terms in the IP Security Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF MONTREAL

By: 
Name: Jason Hoefler
Title: Managing Director

ASSIGNEE:

BMO HARRIS BANK N.A.

By: _____
Mark Czamecki, Senior Vice President

GRANTOR:

TWIN DISC, INCORPORATED

By: _____
Jeffrey S. Knutson, Vice President –
Finance and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF MONTREAL


By: _____

Name: Jason Hoefler

Title: Managing Director

ASSIGNEE:

BMO HARRIS BANK N.A.

By:  _____

Mark Czarniecki, Senior Vice President

GRANTOR:

TWIN DISC, INCORPORATED

By: _____

Jeffrey S. Knutson, Vice President –
Finance and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF MONTREAL

By: _____

Name: Jason Hoefler

Title: Managing Director

ASSIGNEE:

BMO HARRIS BANK N.A.

By: _____

Mark Czarnecki, Senior Vice President

GRANTOR:

TWIN DISC, INCORPORATED

By: _____

Jeffrey S. Khutson, Vice President –
Finance and Chief Financial Officer

Exhibit A
Copy of IP Security Agreement

See attached.

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of April 22, 2016, is made by TWIN DISC, INCORPORATED, a Wisconsin corporation (the “*Grantor*”) in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (the “*Administrative Agent*”), as Administrative Agent for the secured parties under the Credit Agreement referred to below (the “*Secured Parties*”).

WHEREAS, Grantor has entered into a Credit Agreement, dated as of even date herewith (the “*Credit Agreement*”), with the Administrative Agent, the Lenders (the “*Lenders*”) from time to time parties thereto, and the guarantors (the “*Guarantors*”) from time to time parties thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Security Agreement, dated as of even date herewith, made by and between the Grantor and the Administrative Agent (the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*IP Collateral*”):

(a) the patents and patent applications set forth in the Perfection Certificate dated contemporaneously herewith from Grantor (the “*Perfection Certificate*”) and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in the Perfection Certificate, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in the Perfection Certificate, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

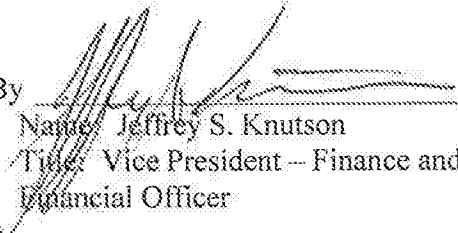
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

7. Notices. All written notices and other communications required hereunder shall be sent to addresses as set forth in the Credit Agreement.

[Signatures on Following Page]

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

TWIN DISC, INCORPORATED

By 
Name: Jeffrey S. Knutson
Title: Vice President -- Finance and Chief
Financial Officer

BANK OF MONTREAL,
as Administrative Agent

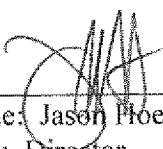
By _____
Name: Jason Hoefler
Title: Director

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

TWIN DISC, INCORPORATED

By _____
Name: Jeffrey S. Knutson
Title: Vice President – Finance and Chief
Financial Officer

BANK OF MONTREAL,
as Administrative Agent

By  _____
Name: Jason Hoefler
Title: Director



[Signature Page – Intellectual Property Security Agreement]

SCHEDULE 4.01B

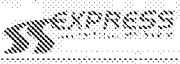

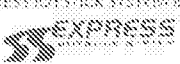

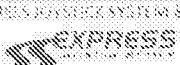
PATENT LICENSES

Applied Technology Agreement with Niigata Engineering Co. Ltd. regarding U.S. Patent No. 6443286.




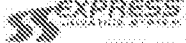
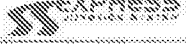
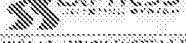
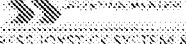
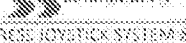
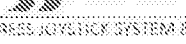
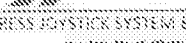
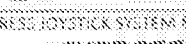
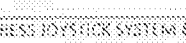

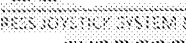
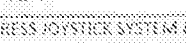
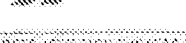


Twin Disc, Inc.
 Quarterly Client Status Report/Trademarks
 Third Quarter 2015

MARK/IMAGE	CLASS	COUNTRY	SERIAL NO.	FILED	STATUS	REG. NO.	REG. DATE
ARNESON	7	USA	76494313	3/3/2003	Registered	2509602	12/14/2004
ARNESON BY TWIN DISC DESIGN 	7	Benelux	81537	7/17/1996	Registered	090104	5/1/1997
BCS	12	Italy	573713	11/27/1983	Registered	573713	8/19/1982
BCS Logo 	12	Italy	1231195	1/24/2007	Registered	1231195	1/24/2008
Chinese Characters (新字符) NEW CHARACTERS	7	China		1/19/2015	Published		
Chinese Characters (新字符) NEW CHARACTERS	9	China		1/19/2015	Published		
Chinese Characters (新字符) NEW CHARACTERS	12	China		1/19/2015	Published		
Chinese Characters (新字符) NEW CHARACTERS	35	China		1/19/2015	Published		
Chinese Characters (新字符) NEW CHARACTERS	50	China		1/19/2015	Published		
Chinese Characters (新字符) NEW CHARACTERS	37	China		1/19/2015	Published		
Chinese Characters (新字符) NEW CHARACTERS	42	China		1/19/2015	Published		
Chinese Characters (新字符) OLD CHARACTERS	7	China		5/30/2014	Pending		


Twin Disc, Inc.
 Quarterly Client Status Report/Trademarks
 Third Quarter 2015

TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
Chinese Characters (龍龍龍) OLD CHARACTERS	9	China	14587956	5/30/2014	Registered	14587956	7/14/2015
Chinese Characters (龍龍龍) OLD CHARACTERS	12	China	14587957	5/30/2014	Registered	14587957	7/14/2015
Chinese Characters (龍龍龍) OLD CHARACTERS	35	China	14587958	5/30/2014	Registered	14587958	7/14/2015
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Chinese Characters (龍龍龍) OLD CHARACTERS	37	China	14587960	5/30/2014	Registered	14587960	7/14/2015
Chinese Characters (龍龍龍) OLD CHARACTERS	42	China	14587961	5/30/2014	Registered	14587961	7/14/2015
Chinese Characters (龍龍龍) OLD CHARACTERS	7, 9, 12, 25, 36, 37 & 43	Hong Kong	302876888	1/23/2014	Registered	302876888	1/23/2014
EE	9	USA	77767242	6/24/2009	Registered	77767242	10/23/2012
EXPRESS JOYSTICK SYSTEM	9	USA	77767248	6/24/2009	Registered	77767248	10/23/2012
EXPRESS JOYSTICK SYSTEM & DESIGN 	9	USA	77767275	6/24/2009	Registered	77767275	10/23/2012
EXPRESS JOYSTICK SYSTEM & DESIGN 	9	Brazil	830481419	12/23/2009	Registered	830481419	8/13/2013
EXPRESS JOYSTICK SYSTEM & DESIGN 	9	Brazil	80795	12/23/2009	Registered	80795	12/21/2009
EXPRESS JOYSTICK SYSTEM & DESIGN 	9	Canada	1403440	12/18/2009	Registered	1403440	1/14/2013
EXPRESS JOYSTICK SYSTEM & DESIGN 	9	China	12907959	7/11/2013	Pending		

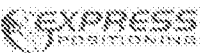




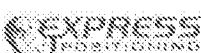

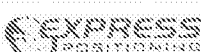

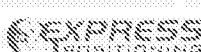
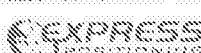
Twin Disc, Inc.
 Quarterly Client Status Report/Trademarks
 Third Quarter 2015

TRADEMARK	CLASS	COUNTRY	REGISTRATION NO.	FILED	STATUS	REG. NO.	REG. DATE
	9	Hong Kong	001502775	12/18/2009	Registered	001502775	12/18/2009
	9	India	1897999	12/17/2009	Registered	1897999	12/18/2009
	9	Indonesia	0002000042026	12/23/2009	Pending		
	9	Malaysia	200922555	12/21/2009	Pending		
	9	New Zealand	837699	12/22/2009	Registered	837699	6/24/2009
	9	Panama	188832	3/31/2010	Registered	188832	3/31/2010
	9	Philippines	A2010000593	2/18/2010	Registered	A2010000593	9/23/2010
	9	Taiwan R.O.C.	98057790	12/23/2009	Registered	1443242	12/1/2010
	9	Thailand	703129	12/21/2009	Registered	Kor331765	12/21/2010
	9	International Bureau (WIPO)	A0018166	12/22/2009	Registered	1025533	12/22/2009
	9	Australia	A0018166	12/22/2009	Registered	1025533	12/22/2009
	9	European Union	A0018166	12/22/2009	Registered	1025533	12/22/2009
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	9	Singapore	A0018166	12/22/2009	Registered	1025533	12/22/2009
	9	Switzerland	A0018166	12/22/2009	Registered	1025533	12/22/2009




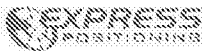
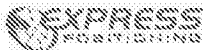



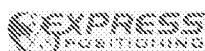


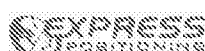

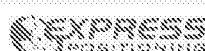
Twin Disc, Inc.
 Quarterly Client Status Report/Trademarks
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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
EXPRESS JOYSTICK SYSTEM & DESIGN 	9	Ukraine	40018166	1/27/2009	Registered	1025533	1/27/2009
EXPRESS POSITIONING	9	USA	85857177	1/27/2013	Registered	4488350	1/18/2014
EXPRESS POSITIONING	9	Brazil	840618425	8/22/2013	Published		
EXPRESS POSITIONING	9	Brunei	44327	8/22/2013	Registered	44327	8/13/2013
EXPRESS POSITIONING	9	Canada	1840436	8/22/2013	Allowed		
EXPRESS POSITIONING	9	Indonesia	2013039463	8/22/2013	Pending		
EXPRESS POSITIONING	9	Malaysia	2013038684	8/22/2013	Pending		
EXPRESS POSITIONING	9	Panama	225640	8/22/2013	Registered	225640	8/22/2013
EXPRESS POSITIONING	9	WIPO	1176421	8/20/2013	Registered	1176421	8/20/2013
EXPRESS POSITIONING	9	Australia	1176421	8/20/2013	Registered	1176421	8/20/2013
EXPRESS POSITIONING	9	China	1176421	8/20/2013	Pending		
EXPRESS POSITIONING	9	Georgia	1176421	8/20/2013	Registered	1176421	8/20/2013
EXPRESS POSITIONING	9	India	1176421	8/20/2013	Pending		
EXPRESS POSITIONING	9	Japan	1176421	8/20/2013	Registered	1176421	8/20/2013



Twin Disc, Inc.
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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
EXPRESS POSITIONING	9	Mexico	1176421	8/20/2013	Registered	1176421	8/20/2013
EXPRESS POSITIONING	9	New Zealand	1176421	8/20/2013	Pending		
EXPRESS POSITIONING	9	Ukraine	1176421	8/20/2013	Registered	1176421	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	USA	45344873	3/22/2013	Registered	4469873	1/21/2014
EXPRESS POSITIONING & DESIGN 	9	Brazil	840618425	8/22/2013	Published		
EXPRESS POSITIONING & DESIGN 	9	Brazil	44260	8/22/2013	Registered	44260	8/23/2013
EXPRESS POSITIONING & DESIGN 	9	Jordan	1640423	8/22/2013	Allowed		
EXPRESS POSITIONING & DESIGN 	9	Hong Kong	302711535	8/22/2013	Registered	302711535	8/21/2013
EXPRESS POSITIONING & DESIGN 	9	Indonesia	205009482	8/22/2013	Pending		
EXPRESS POSITIONING & DESIGN 	9	Malaysia	201302885	8/22/2013	Pending		
EXPRESS POSITIONING & DESIGN 	9	Panama	223642	8/22/2013	Registered	225642	8/25/2013
EXPRESS POSITIONING & DESIGN 	9	Taiwan & C.C.	103046292	8/22/2013	Registered	1681077	12/16/2014
EXPRESS POSITIONING & DESIGN 	9	Thailand	905717	8/22/2013	Pending		
EXPRESS POSITIONING & DESIGN 	9	WIPO	1175025	8/20/2013	Registered	1175025	8/20/2013













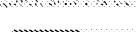
Twin Disc, Inc.
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MARKING	CLASS	COUNTRY	SERIAL NO.	FILED	STATUS	REG. NO.	REG. DATE
EXPRESS POSITIONING & DESIGN 	9	Australia	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	China	1175025	8/20/2013	Registered		
EXPRESS POSITIONING & DESIGN 	9	European Union	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Georgia	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	India	1175025	8/20/2013	Pending		
EXPRESS POSITIONING & DESIGN 	9	Japan	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Korea	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Mexico	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	New Zealand	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Norway	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Philippines	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Russian Federation	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Singapore	1175025	8/20/2013	Registered	1175025	8/20/2013
EXPRESS POSITIONING & DESIGN 	9	Switzerland	1175025	8/20/2013	Registered	1175025	8/20/2013





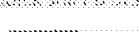
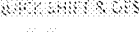



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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
EXPRESS POSITIONING & DESIGN 	8	Ukraine	1175023	8/20/2013	Registered	1175023	8/20/2013
MASTER TRIM	7 8 12	USA	77511431	6/30/2008	Registered	4,338,327	5/21/2013
POWER COMMANDER BY TWIN DISC DESIGN POWER COMMANDER 	8	Denmark	61338	7/12/1996	Registered	096105	5/1/1997
QUICK SHIFT	7	USA	85809731	4/19/2013	Registered	4,425,700	10/29/2013
QUICK SHIFT	7	Australia	985951	1/22/2004	Registered	985951	1/22/2004
QUICK SHIFT	7	Brazil	842184297	8/18/2012	Published		
QUICK SHIFT	7	Brunei	35665	9/20/2003	Registered	35665	9/20/2003
QUICK SHIFT	7	Canada	1580337	6/6/2012	Registered	1584861480	9/30/2013
QUICK SHIFT	7	Hong Kong	300075258	9/8/2003	Registered	300075258	3/21/2003
QUICK SHIFT	7	India	1233987	9/9/2003	Registered	1233987	9/9/2003
QUICK SHIFT	7	Indonesia	000200326046	3/19/2003	Registered	33665	10/28/2003
QUICK SHIFT	7	Malaysia	76499470	9/15/2003	Registered	3027993	3/21/2003
QUICK SHIFT	7	New Zealand	960161	6/7/2011	Pending		
QUICK SHIFT	7	Panama	233990	6/12/2012	Registered	233990	6/12/2012
QUICK SHIFT	7	Russian Federation		8/13/2015	Pending		
QUICK SHIFT	7	Singapore	40666	9/10/2003	Registered	103144361	3/21/2003
QUICK SHIFT	7	International Bureau (WIPO)	40930184	6/6/2012	Registered	1127533	6/6/2012

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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
QUICK SHIFT	7	Georgia		6/6/2012	Registered	1127533	6/6/2012
QUICK SHIFT	7	Norway		6/6/2012	Pending		
QUICK SHIFT	7	Ukraine		6/6/2012	Registered	1327533	6/6/2012
QUICK SHIFT	7	Vietnam		6/6/2012	Pending		
QUICK SHIFT & DESIGN 	7	USA	85899772	4/19/2013	Registered	4443602	12/3/2013
QUICK SHIFT & DESIGN 	7	Australia	859843	1/22/2004	Registered	421943	4/22/2004
QUICK SHIFT & DESIGN 	7	Brazil	1040232	9/19/2003	Registered	742424	9/19/2003
QUICK SHIFT & DESIGN 	7	Brunei	840164300	6/18/2012	Registered	840164300	6/11/2015
QUICK SHIFT & DESIGN 	7	Cyprus Nicosia	33664	9/26/2003	Registered	33664	9/26/2003
QUICK SHIFT & DESIGN 	7	Canada	1530512	6/5/2012	Registered	1544861479	6/30/2013
QUICK SHIFT & DESIGN 	7	European Union	3349081	9/12/2003	Registered	3349164	9/26/2005
QUICK SHIFT & DESIGN 	7	Hong Kong	300075249	9/8/2003	Registered	300075249	9/9/2003
QUICK SHIFT & DESIGN 	7	India	1233131	9/9/2003	Advertised		
QUICK SHIFT & DESIGN 	7	Indonesia	21003268+13	9/19/2003	Registered	107000099565	10/26/2003
QUICK SHIFT & DESIGN 	7	Japan	2003080941	9/18/2003	Registered	4750597	7/27/2004
QUICK SHIFT & DESIGN 	7	Malaysia	912302	9/15/2003	Registered	202032392	9/21/2003
QUICK SHIFT & DESIGN 	7	New Zealand	960163	6/7/2012	Registered	960136	1/7/2012





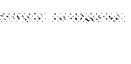







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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
QUICK SHIFT & DESIGN 	7	Panama	211331	6/17/2012	Registered	211331	6/12/2012
QUICK SHIFT & DESIGN 	7	Russian Federation	2015701300	3/27/2015	Pending		
QUICK SHIFT & DESIGN 	7	Singapore	40655	6/10/2003	Registered	103144571	6/21/2003
QUICK SHIFT & DESIGN 	7	International Bureau (WIPO)	A0030186	6/6/2012	Registered	1127430	6/6/2012
QUICK SHIFT & DESIGN 	7	Georgia	A0030186	6/6/2012	Registered	1127430	6/6/2012
QUICK SHIFT & DESIGN 	7	Norway	A0030186	6/6/2012	Registered	1127430	6/6/2012
QUICK SHIFT & DESIGN 	7	Switzerland	A0030186	6/6/2012	Registered	1127430	6/6/2012
QUICK SHIFT & DESIGN 	7	Ukraine	A0030186	6/6/2012	Registered	1127430	6/6/2012
QUICK SHIFT & DESIGN 	7	Vietnam	A0030186	6/6/2012	Pending		
TWIN DISC	7 9	USA	72311086	11/11/1968	Registered	876913	9/16/1969
TWIN DISC	7 9	Argentina	1292760	6/20/2000	Registered	1853943	11/30/2001
TWIN DISC	7	Australia		10/3/1979	Registered	338560	10/3/1979
TWIN DISC	7	Australia		10/3/1979	Registered	338559	10/3/1979
TWIN DISC	12	Australia		1/21/1983	Registered	386479	1/21/1983
TWIN DISC	7	Brazil	788933427	7/14/1979	Registered	790039427	7/13/1982
TWIN DISC	9	Brazil	818172153	4/25/1991	Registered	818172153	6/23/1991
TWIN DISC	12	Brazil	200046519	7/14/1979	Registered	200046519	7/13/1981
TWIN DISC	9	Brunei		3/19/1992	Registered	14200	3/19/2006
TWIN DISC	7	Brunei		3/26/1992	Registered	14201	3/26/2006
TWIN DISC	12	Brunei		3/26/1992	Registered	14202	3/26/2006














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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC	7 12	Chile	323110		Registered	321105	12/19/2000
TWIN DISC	12	China		3/3/1980	Registered	161684	8/30/2002
TWIN DISC	9	China		3/3/1980	Registered	161683	8/30/2002
TWIN DISC	7	China		3/3/1980	Registered	161681	8/30/2002
TWIN DISC	7 9	India	1462936	8/14/2006	Registered	1462936	6/14/2006
TWIN DISC	7 12	India	310240	11/21/1975	Registered	310240	11/21/1975
TWIN DISC	7	Indonesia	00013976	1/28/1979	Registered	854460	11/26/2000
TWIN DISC	9	Indonesia	00013977	1/28/1979	Registered	854459	11/23/2000
TWIN DISC	7 9 12	Japan	549021361	3/10/1971	Registered	1027772	8/20/1973
TWIN DISC	7	Korea	5.020011-12	2/9/1979	Registered	76326	4/30/1981
TWIN DISC	9	Malaysia	85001433	1/8/2004	Registered	800256	1/8/2004
TWIN DISC	12	Malaysia	85001089	3/12/1985	Registered	85001089	3/12/1985
TWIN DISC	7	Malaysia	85001090	3/12/1985	Registered	85001090	3/12/1985
TWIN DISC	7, 8, 9, 11, 12, 16, 20 & 21	Mexico	613762005	8/29/1976	Registered	244046	8/29/2004
TWIN DISC	7 9	Philippines	9746	12/17/1999	Registered	43999009746	4/16/2004
TWIN DISC	7	South Africa		3/23/1979	Registered	8791600	3/23/2009
TWIN DISC	9	South Africa		3/23/1979	Registered	8791601	3/23/2009
TWIN DISC	12	South Africa		3/23/1979	Registered	8791602	3/23/2009
TWIN DISC	12	Taiwan R.O.C.		11/20/2000	Registered	994766	4/15/2002
TWIN DISC	9	Taiwan R.O.C.	90035108		Registered	1014884	9/16/2002
TWIN DISC	9	Thailand	107517	4/14/2003	Registered	Kar33348	4/25/2003
TWIN DISC	12	United Kingdom	991856	5/10/1972	Registered	991856	5/10/2007












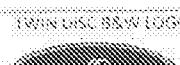

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TRADEMARK	CLASS	COUNTRY	SERIAL NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC	7	United Kingdom	991854	5/10/1972	Registered	991854	5/10/2007
TWIN DISC	7	Venezuela	2008007549	1/1/1979	Registered	F101363	1/18/1983
TWIN DISC	8	Venezuela	2008007548	1/1/1979	Registered	F101304	1/18/1983
TWIN DISC & CATCHES & DESIGN	7 12	Canada	156854	9/14/1992	Registered	TMCA36620	5/1/2002
							
TWIN DISC & DESIGN	12	Argentina	2499709		Registered	1925285	5/6/2003
							
TWIN DISC & DESIGN	7	Argentina	2487324		Registered	1980342	1/1/2004
							
TWIN DISC & DESIGN	7	Brazil	800231848	8/21/1980	Registered	800231848	5/10/1983
							
TWIN DISC & DESIGN	7	Brazil	800231830	8/21/1980	Registered	800231830	5/12/1983
							
TWIN DISC & DESIGN	7 12	United States	2984415	3/3/1959	Registered	2984415	5/20/1964
							
TWIN DISC & DESIGN	7 8 12	Chile	923129	12/11/1979	Registered	918270	10/26/2010
							
TWIN DISC & DESIGN	7	Colombia	92374408	9/18/2003	Registered	152340	1/31/1994
							
TWIN DISC & DESIGN	7 9 12	European Union	572107	6/12/1997	Registered	572107	1/7/2000
							
TWIN DISC & DESIGN	7	Hong Kong	189001142	8/17/1985	Registered	83142	8/19/1990
							
TWIN DISC & DESIGN	12	Hong Kong	157980396	1/14/1977	Registered	80396	3/31/1979
							
TWIN DISC & DESIGN	7 12	India	1461935	6/14/2006	Registered	1462935	8/14/2006
							








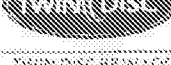





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TRADE MARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC & DESIGN 	7 8 12	Japan	534004518	2/21/1999	Registered	708208	4/15/1999
TWIN DISC & DESIGN 	7	Peru	1884152	2/8/1993	Registered	4552	12/29/1993
TWIN DISC & DESIGN 	7	South Africa		10/20/1989	Registered	8894935	10/20/1989
TWIN DISC & DESIGN 	12	South Africa		10/20/1989	Registered	8894936	10/20/1989
TWIN DISC & DESIGN 	7	Thailand	664592	5/20/2007	Registered	75287480	6/26/2007
TWIN DISC & DESIGN 	7	United Kingdom	991857	1/10/1972	Registered	891857	4/22/1993
TWIN DISC & DESIGN (RED LOGO) 	9	USA	77177342	1/10/2007	Registered	3870797	11/2/2010
TWIN DISC & DESIGN (RED LOGO) 	7 12	USA	77980178	1/10/2007	Registered	3865913	10/19/2010
TWIN DISC B&W LOGO 	7, 8, 12, 35, 37, 42	USA	85477877	11/21/2011	Registered	4453130	12/24/2013
TWIN DISC B&W LOGO 	7	Brazil	840064357	3/22/2012	Registered	840064357	5/19/2015
TWIN DISC B&W LOGO 	9	Brazil	840064365	3/22/2012	Registered	840064365	5/19/2015
TWIN DISC B&W LOGO 	12	Brazil	840064373	3/22/2012	Registered	840064373	5/19/2015
TWIN DISC B&W LOGO 	35	Brazil	840064390	3/22/2012	Registered	840064390	5/19/2015


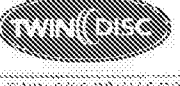

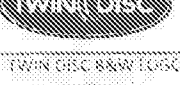
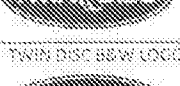
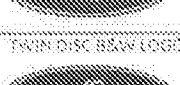
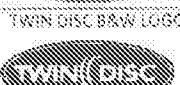


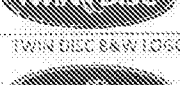




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TRADEMARK	CLASS	COUNTRY	REG. NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC B&W LOGO 	37	Brazil	840064403	3/22/2012	Registered	840064403	5/19/2015
TWIN DISC B&W LOGO 	42	Brazil	840064411	3/22/2012	Registered	840064411	5/19/2015
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Brunel	42613	7/23/2012	Registered	42613	7/25/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Canada	1,565,600	2/23/2012	Registered	TMAA 917577	10/19/2015
TWIN DISC B&W LOGO 	7	China	10197872	11/17/2011	Registered	10197872	3/14/2014
TWIN DISC B&W LOGO 	9	China	10197534	11/17/2011	Pending		
TWIN DISC B&W LOGO 	12	China	10197533	11/17/2011	Registered	10197533	4/21/2014
TWIN DISC B&W LOGO 	35	China	10197532	11/17/2011	Pending		
TWIN DISC B&W LOGO 	36	China	10197871	11/17/2011	Registered	10197871	1/21/2013
TWIN DISC B&W LOGO 	37	China	10197873	11/17/2011	Registered	10197873	1/21/2013
TWIN DISC B&W LOGO 	42	China	10197874	11/17/2011	Registered	10197874	1/21/2013
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Hong Kong	302153871	3/7/2012	Registered	302153871	2/11/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	India	2418211	10/26/2012	Pending		















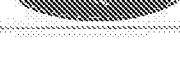
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TRADEMARK	CLASS	EQUIPMENT	SRMA NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC B&W LOGO 	7	Indonesia	9461	3/1/2012	Pending		
TWIN DISC B&W LOGO 	9	Indonesia	9462	3/1/2012	Pending		
TWIN DISC B&W LOGO 	32	Indonesia	9472	3/1/2012	Pending		
TWIN DISC B&W LOGO 	35	Indonesia	9463	3/1/2012	Pending		
TWIN DISC B&W LOGO 	37	Indonesia	9464	3/1/2012	Pending		
TWIN DISC B&W LOGO 	42	Indonesia	9465	3/1/2012	Pending		
TWIN DISC B&W LOGO 	7	Malaysia	2012002675	2/21/2012	Registered	2012002675	2/21/2012
TWIN DISC B&W LOGO 	8	Malaysia	2012002676	2/21/2012	Registered	2012002676	2/21/2012
TWIN DISC B&W LOGO 	12	Malaysia	2012002677	2/21/2012	Registered	2012002677	2/21/2012
TWIN DISC B&W LOGO 	35	Malaysia	2012002678	2/21/2012	Registered	2012002678	2/21/2012
TWIN DISC B&W LOGO 	37	Malaysia	2012002679	2/21/2012	Registered	2012002679	2/21/2012
TWIN DISC B&W LOGO 	42	Malaysia	2012002680	2/21/2012	Registered	2012002680	2/21/2012
TWIN DISC B&W LOGO 	7	Mexico	1247389	2/7/2012	Registered	1B40961	2/7/2012





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TRADE MARK	CLASS	COUNTRY	SERIAL NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC B&W LOGO 	9	Mexico	1247390	2/7/2012	Registered	1301203	2/7/2012
TWIN DISC B&W LOGO 	12	Mexico	1247391	2/7/2012	Registered	1295456	2/7/2012
TWIN DISC B&W LOGO 	35	Mexico	1247392	2/7/2012	Registered	1387941	2/7/2012
TWIN DISC B&W LOGO 	37	Mexico	1247394	2/7/2012	Registered	1295726	2/7/2012
TWIN DISC B&W LOGO 	42	Mexico	1247396	2/7/2012	Registered	1296770	2/7/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37-42	New Zealand	856104	2/7/2012	Registered	856104	11/21/2011
TWIN DISC B&W LOGO 	7	Panama	210435	3/28/2012	Registered	210435	3/28/2012
TWIN DISC B&W LOGO 	9	Panama	210432	3/28/2012	Registered	210432	3/28/2012
TWIN DISC B&W LOGO 	12	Panama	210434	3/28/2012	Registered	210434	3/28/2012
TWIN DISC B&W LOGO 	35	Panama	210436	3/28/2012	Registered	210436	3/28/2012
TWIN DISC B&W LOGO 	37	Panama	210438	3/28/2012	Registered	210438	3/28/2012
TWIN DISC B&W LOGO 	42	Panama	210437	3/28/2012	Registered	210437	3/28/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37-42	Philippines	4-2012-001566	2/9/2012	Registered	4-2012-001566	6/5/2015
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37-42	Taiwan	101008423	2/22/2012	Allowed		

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TRADEMARK	CLASS	COUNTRY	SERIAL NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC B&W LOGO 	7	Thailand	837754	4/5/2012	Registered	Bo61922	2/29/2012
TWIN DISC B&W LOGO 	9	Thailand	837755	4/5/2012	Registered	Bo61923	2/29/2012
TWIN DISC B&W LOGO 	12	Thailand	837756	4/5/2012	Registered	Bo61924	2/29/2012
TWIN DISC B&W LOGO 	35	Thailand	837757	4/5/2012	Registered	Bo61925	2/29/2012
TWIN DISC B&W LOGO 	37	Thailand	837758	4/5/2012	Registered	Bo61926	2/29/2012
TWIN DISC B&W LOGO 	42	Thailand	837759	4/5/2012	Pending	Bo61927	2/29/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	WIPO	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Australia	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	European Union	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Georgia	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Japan	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Korea	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Norway	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Russian Federation	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC B&W LOGO 	7, 9, 12, 35, 37, 42	Singapore	A0028540	2/22/2012	Pending		

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TRADEMARK	CLASS	COUNTRY	REGISTRATION NO.	FILED	STATUS	REG. NO.	REG. DATE
TWIN DISC B&W LOGO 	7, 9 12, 35 37, 42	Switzerland	A0028540	2/22/2012	Registered	1144785	2/22/2012
TWIN DISC B&W LOGO 	7, 9 12, 35 37, 42	Ukraine	A0028540	2/22/2012	Registered	1144785	2/22/2012
TWIN DISC CLUTCH DESIGN 	7	Venezuela	2093002455		Registered	2455	3/2/2005
TWIN DISC POWER TRANSMISSION EQUIPMENT (LOGO) 	7 9 12	Germany Union	572636	6/12/1997	Registered	572636	1/7/2000
WE PUT HORSE POWER TO WORK	7	USA	77177447	9/10/2007	Registered	3733583	1/12/2010

CONTRACT	PARTY I	PARTY 2	DESCRIPTION
Asset Purchase Agreement	CPG Acquisition, LLC	CPG Group Co., Inc. James R. Clark, David	Marketing and Trademark
Asset Purchase Agreement	Great Lakes Power Service Co.	Twin Disc Southeast, Inc.	Technology, Marketing and Trademark
Asset Purchase Agreement	Great Lakes Power Service Co.	Twin Disc Midwest Equipment Co.	Technology, Marketing and Trademark
Amended and Restated Non-Exclusive International Distributor Agreement	Marine Office Com. Imp. Rep. Ltd.	Twin Disc	Marketing and Trademark
Service Provider Agreement	Marine Engine Center	Twin Disc	Marketing and Trademark
Assignment of License Agreement	Ugma Coorsac Co. Ltd.	Twin Disc	Technology and Trademark
Assignment of License Agreement	Nigma Coorsac Co. Ltd.	Twin Disc	Technology, Marketing, and Trademark
Product License Agreement	Twin Disc	BEP US Inc.	Trademark and Marketing
Purchase Agreement	Twin Disc	Gene Transmission Company, LLC	Trademark
Asset Purchase Agreement	Twin Disc	Dans Corporation	Trademark and Technology
Trademark Agreement	Twin Disc	Rockford Research, Inc.	Technology and Trademark
Asset Purchase Agreement	Twin Disc Southeast, Inc.	Great Lakes Power Service Company	Marketing and Trademark
Termination and Asset Purchase Agreement	Twin Disc Technative, S.P.A.	Engitech Industrie, LLC	Marketing and Trademark
Security Agreement	Wells Fargo, N.A.	Twin Disc	Technology, Marketing and Trademark
Trademark Security Agreement	Wells Fargo, N.A.	Twin Disc	Technology, Marketing and Trademark
Patent Security Agreement	Wells Fargo, N.A.	Twin Disc	Technology, Marketing and Trademark
Copyright Security Agreement	Wells Fargo, N.A.	Twin Disc	Technology, Marketing and Trademark

COMPANY	DESCRIPTION
AAA MARINE	Service Dealer
AJA INTERNATIONAL SRL	Service Dealer
AL KHOKAYEF INDUSTRIES CO.	Service Dealer
AMERICAN SHIFTY CORP.	Service Dealer
ANLON TECHNOLOGY SOLUTIONS PVT LTD	Sales & Service Dealer
ANTILLES POWER DEPOT, INC.	Service Dealer
APPARATUS EQUIPMENT & SERVICE INC	Service Dealer
ARIES TECHNICAL SALES & SERVICE PVT LTD	Sales & Service Dealer
ATLANTIC MARINE SUPPLIES, INC.	Service Dealer
BASIL FEARN (93) LTD.	Service Dealer
BEIJING JSII TRADING COMPANY	Sales & Service Dealer
BILLINGS DIESEL & MARINE SERVICE	Service Dealer
BIN JABR GROUP LTD	Distributor
BUCKLAND EQUIPMENT	Service Dealer
C & W AIR REPAIR	Service Dealer
CENTRAL DE TRANSMISIONES MARINAS, S.L.	Distributor
COAST DIESEL	Service Dealer
COLEMAN MARINE DIESEL	Service Dealer
CORDOVA OUTBOARD, INC.	Service Dealer
CURRY MARINE	Service Dealer
DENNIS WELDING & MARINE, INC.	Service Dealer
DEPENDABLE MARINE	Service Dealer
DIESEL ANZOATEGUI S.A.	Service Dealer
DINTEC	Distributor
E I M EGYPTIAN INTERNATIONAL MOTORS CO. LTD.	Distributor
ECKEL'S DIESEL	Service Dealer
EKOBAHA	Distributor
ELTESAN Mobil Teknoloji Sistemleri San. Tic A.Ş.	Distributor
EMPRESAS MATCO S.A. DE C.V.	Service Dealer
ENCORE ENTERPRISES	Service Dealer
ENGINE REBUILDERS, INC.	Service Dealer
ENSURE SYSTEM TECHNOLOGY CO LTD	Sales & Service Dealer
ESCO AANDRIJVINGEN B.V.	Distributor
ESCO ANTRIEBSTECHNIK GMBH	Distributor
ESCO POWER NV/SA	Distributor
ESCO TRANSMISSIONS S.A.	Distributor
G & W DIESEL	Service Dealer
GENTRAC	Service Dealer
GREAT LAKES POWER PRODUCTS	Distributor
GREAT LAKES POWER SERVICE CO.	Distributor
GULF KINGDOMS TRADING COMPANY	Service Dealer
INDEPENDENT DIESEL SALES LTD.	Service Dealer

COMPANY	DESCRIPTION
INDUSTRIAL ENGINE SERVICE	Service Dealer
INDUSUR S.A.	Distributor
INTERNAFTIKI A.E.B.E.	Distributor
INTERNAFTIKI A.E.B.E.	Distributor
INTERSEAL S.A.	Distributor
JEFRA MARKETING CORPORATION	Sales & Service Dealer
JTC INTERNATIONAL, S.A.	Distributor
K4 GENERAL TRADING & CONTRACTING COMPANY	Sales & Service Dealer
KEY WEST ENGINE SERVICE, INC.	Service Dealer
KLEIN MARINE DIESEL	Service Dealer
KNGEPFLI AG	Service Dealer
KODIAK DIESEL SERVICE, INC	Service Dealer
KVARTET LTD	Service Dealer
L & M ENTERPRISES	Service Dealer
LEONARD BUGEJA	Distributor
LINK POWER INDUSTRY CO. LTD.	Sales & Service Dealer
M.C. TRADE S.A.C.	Distributor
MACHINE & DIESEL	Service Dealer
MACHINERY & ENERGY LIMITED	Service Dealer
MARCO INDUSTRIAL SPA	Distributor
MARINDUSTRIAL ONTARIO INC.	Distributor
MARINDUSTRIAL, INC.	Distributor
MARINDUSTRIEL	Distributor
MARINE & INDUSTRIAL TRANSMISSIONS LTD	Distributor
MARINE OFFICE DE RIO DE JANEIRO	Distributor
MARINE OFFICE SAO PAULO	Distributor
MARINE PROPULSION SYSTEMS	Service Dealer
MARINE TECHNIC LTD	Service Dealer
MARINE TECHNIC LTD	Service Dealer
MARINE TECHNIC LTD	Service Dealer
MAR-TECH MARINE SYSTEMS LTD.	Distributor
MEREX DIESEL POWER PARTES INTERNACIONALES, S.A. DE CV	Service Dealer
MILL LOG EQUIPMENT CO. INC.	Distributor
MILL LOG MARINE, INC.	Distributor
MILL LOG WILSON EQUIPMENT LTD	Distributor
MODI POWER TRANSMISSIONS CC.	Distributor
NORDHAYN MARINE SERVICE ApS	Service Dealer
NORTH ATLANTIC POWER PRODUCTS	Distributor
NORTH SHORE MARINE ENGINEERING	Service Dealer
OCEAN PACIFIC MARINE SUPPLY LTD.	Service Dealer
ONUK TASIT SANAYII LTD.	Distributor

COMPANY	DESCRIPTION
PACIFIC SURFACE DRIVES, INC.	Distributor
PALM TREE MARINE (PVT) LTD	Sales & Service Dealer
PALMER JOHNSON POWER SYSTEMS	Distributor
PARKER POLAND Sp Z OO	Service Dealer
PATTANAYON CHONBURI CO LTD	Sales & Service Dealer
PENINSULA DIESEL	Service Dealer
PETERSON POWER SYSTEMS	Service Dealer
PISTON & RUDDER SERVICE	Service Dealer
PRITCHARD DIESEL TECH THE ENGINE CENTER	Service Dealer
PROGRESS INGENIORFIRMA AS	Distributor
PROPULSION CONTROLS ENGINEERING	Service Dealer
PT. TIARADUTA INTERNUSA	Sales & Service Dealer
R & H MACHINERY, INC.	Service Dealer
RENDIMIEN TO NAUTICO PETROLEO INDUSTRIAL	Service Dealer
RESANSIL	Service Dealer
RETRAC	Service Dealer
RHODE ISLAND ENGINE COMPANY, INC.	Service Dealer
ROCKY MOUNTAIN POWERTRAIN	Service Dealer
ROLLA SP PROPELLERS SA	Distributor & Service Dealer
SAUNDERS YACHTWORKS	Service Dealer
SAY Serviço de Apoio a Yates, SA	Distributor
SCAM MARINE D.O.O.	Service Dealer
SEAPOW ER MARINE CENTRE LTD.	Service Dealer
SEASIDE DIESEL REPAIR LLC	Service Dealer
SEWARD HEAVY INDUSTRIAL	Service Dealer
SEWART SUPPLY	Distributor
SHELBURNE DIESEL SUPPLIES & SERVICES, LTD.	Service Dealer
SHIN YANG TRADING SDN BHD	Sales & Service Dealer
SHING TAI JO INDUSTRY LTD	Sales & Service Dealer
SMOOTH MARINE EQUIPMENT LTD	Sales & Service Dealer
SOUTHEAST DIESEL & ELECTRIC	Service Dealer
SPB MARINE LLC	Service Dealer
STD & T ENGINEERING-SERVICES COMPANY LTD.	Sales & Service Dealer
SUPREME MARINE, LLC	Service Dealer
T.D.S. POWER UNITS LTD.	Distributor & Service Dealer
T.D.S. POWER UNITS LTD.	Distributor & Service Dealer
T.D.S. POWER UNITS LTD.	Distributor & Service Dealer
TOPAZ ENGINEERING	Distributor
TRANS-AUTO AB	Distributor
TRANS-AUTO MARIN	Distributor
TRANSMIDIESEL S.A.S.	Distributor
TRANSPORT EQUIPMENT INC.	Service Dealer
TRI-COUNTY DIESEL MARINE	Service Dealer

COMPANY	DESCRIPTION
TURBODISEL S.A.	Distributor
TWIN DISC (FAR EAST) PTE LIMITED – INDIA (SEZ)	Official Sales Representative
TWIN DISC (FAR EAST) PTE LTD	Subsidiary - Distributor
TWIN DISC (PACIFIC) PTY LTD	Subsidiary - Distributor
TWIN DISC INTERNATIONAL SA	Distributor, Sales & Service Dealer
TWIN DISC NICO CO. LTD.	Subsidiary - Distributor
TWIN DISC POWER TRANSMISSION (SHANGHAI) CO LTD	Official Sales Representative
TWIN DISC POWER TRANSMISSION PVT LTD	Official Sales Representative
TWIN DISC SRI.	Subsidiary - Distributor
WESTERN INDUSTRIAL EQUIPMENT	Service Dealer
WESTPORT DIESEL SERVICE	Service Dealer