

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The L.S. Starrett Company		04/29/2022	Corporation: MASSACHUSETTS
Tru-Stone Technologies, Inc.		04/29/2022	Corporation: DELAWARE
Starrett Kinematic Engineering, Inc.		04/29/2022	Corporation: DELAWARE
Starrett Bytewise Development, Inc.		04/29/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2537105	ACCUBORE
Registration Number:	4589845	ACCUPLUG
Registration Number:	2563046	ALTISSIMO
Registration Number:	5082947	
Registration Number:	4025474	BI-METAL UNIQUE
Registration Number:	577970	CROBLOX
Registration Number:	3173593	DATASURE
Registration Number:	3592219	DUAL-CUT
Registration Number:	3133780	EXACT
Registration Number:	3023057	GLOBAL SERIES
Registration Number:	2740688	KING-CUT
Registration Number:	127438	LAST WORD
Registration Number:	3044603	MULTI EDGE PERFORMANCE EP
Registration Number:	3475008	OOPS

CH \$815.00 2537105

Property Type	Number	Word Mark
Registration Number:	3099360	MASTER PRO
Registration Number:	2817038	PROSITE
Registration Number:	2817039	PROSITE
Registration Number:	2015246	QUICKSHOT
Registration Number:	794008	SAFE-FLEX
Registration Number:	2980996	SPLIT CHIP ADVANTAGE
Registration Number:	770222	STARRETT
Registration Number:	770195	STARRETT
Registration Number:	85923	STARRETT
Registration Number:	88215	STARRETT
Registration Number:	1026026	STARRETT MI
Registration Number:	628648	STARRETT REDSTRIPE
Registration Number:	1320622	STARRETT TOOLS
Registration Number:	3033027	UNIFIED SHANK
Registration Number:	755455	WEBBER
Serial Number:	97237251	STARRETT
Registration Number:	2324089	TRU-STONE
Registration Number:	2370430	TRU-STONE

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/02/2022

Total Attachments: 23
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of April 29, 2022, is made by THE L.S. STARRETT COMPANY, a Massachusetts corporation (“L.S. Starrett”), TRU-STONE TECHNOLOGIES, INC., a Delaware corporation (“Tru-Stone”), STARRETT KINEMETRIC ENGINEERING, INC., a Delaware corporation (“Kinemetric”) and STARRETT BYTEWISE DEVELOPMENT, INC., a Delaware corporation (“Bytewise” and together with L.S. Starrett, Tru-Stone and Kinemetric, collectively, the “Grantors”, and each a “Grantor”) in favor of HSBC BANK USA, NATIONAL ASSOCIATION (“Lender”).

BACKGROUND

Pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and between Grantors and Lender, Lender has agreed to issue letters of credit and make loans to Grantors (collectively, the “Loans”) pursuant to the Loan Agreement.

Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this 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. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (as defined below), as applicable.

(b) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country, any state or territory thereof; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender a continuing first priority security interest in and lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks, including all goodwill of the business connected with the use of, and symbolized by each Trademark, and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warranties. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-IV, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing of an appropriate financing statement in the applicable filing office in the state of formation of Grantor and the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of an appropriate financing statement in the applicable filing office in the state of formation of each Grantor all action necessary or desirable to protect and perfect Lender's lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Each Grantor covenants and agrees with Lender as follows:

(a) Each Grantor shall promptly notify Lender if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, such Grantor shall (i) use commercially reasonable efforts to notify Lender in writing of such application and (ii) if requested to do so by Lender, execute and deliver a supplement hereto (in form and substance

satisfactory to Lender) to evidence Lender's lien on such Patent, Trademark or Copyright, and any other general intangibles (as defined in Article 9 of the Uniform Commercial Code), as applicable, of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or reasonably requested by Lender, but only to the extent allowable under applicable law, to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Each Grantor shall not be required to continue marketing a product with a Trademark solely for the purpose of obtaining or maintaining a registration therefor.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Grantor's business is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Each Grantor shall take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property Collateral from infringement, misappropriation or dilution, including, without limitation, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly suing for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.

(e) Notwithstanding the foregoing, no Grantor shall have any obligation to use or to maintain any Intellectual Property Collateral that has been discontinued, abandoned or terminated or which has been replaced with Intellectual Property Collateral substantially similar to the Intellectual Property Collateral that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property Collateral does not materially adversely affect the validity of such replacement Intellectual Property Collateral and so long as such replacement Intellectual Property Collateral is subject to the lien created by this Agreement.

5. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served

upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

7. Termination of this Intellectual Property Security Agreement. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the termination of the Loan Agreement.

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

THE L. S. STARRETT COMPANY, as a Grantor

By: D. A. Starrett
Name: Douglas A. Starrett
Title: President and Chief Executive Officer

TRU-STONE TECHNOLOGIES, INC., as a Grantor

By: D. A. Starrett
Name: Douglas A. Starrett
Title: President and Chief Executive Officer

STARRETT KINEMETRIC ENGINEERING, INC.,
as a Grantor

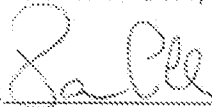
By: D. A. Starrett
Name: Douglas A. Starrett
Title: President and Chief Executive Officer

STARRETT BYTEWISE DEVELOPMENT, INC., as
a Grantor

By: D. A. Starrett
Name: Douglas A. Starrett
Title: President and Chief Executive Officer

ACCEPTED and ACKNOWLEDGED
as of the date first written above by:

HSBC BANK USA, NATIONAL ASSOCIATION

By: 

Name: Daniel J. McMullen

Title: VP Asset Based Lending Underwriter

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS – The I.S. Starrett Company

Country	Sub Case	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
US			10207415	29-Jul-2002	7017465	28-March-2006	
Granted							
US			11346923	03-Feb-2006	7451678	18-Nov-2008	
Granted							
BR		PCT	PI0807311-2	26-Aug-2009	PI0807311-2	03-Mar-2030	03-Mar-2020
Granted		25-Sep-2020					
US		PRO	60/891,610	26-Feb-2007			26-Feb-2008
Completed		25-Sep-2020					
US	1	ORD	11/934,926	05-Nov-2007			
Abandoned		25-Sep-2020					
WO		ORD	PCT/US08/54963	26-Feb-2008			
Completed		25-Sep-2020					
BR		PCT	PI0910169-1	27-Dec-2010	PI0910169-1	24-Nov-2020	24-Nov-2030
Granted							
CN		PCT	200980126519.1	07-Jan-2011	ZL200980126519.1	04-Sep-2013	09-Jul-2029
Granted		25-Sep-2020					

Country Status	Sub Case	Case Type Status Date	Application Number	Filing Date Country Owner	Patent Number	Issue Date	Expiration Date
US		PRO	61/079,300	09-Jul-2008			09-Jul-2029
Completed		25-Sep-2020					
US	1	ORD	12/500,551	09-Jul-2009	8826790	09-Sep-2014	09-Jul-2029
Granted		25-Sep-2020					
WO		ORD	PCT/US09/50160	09-Jul-2009			
Completed		25-Sep-2020					
US		PRO	61/311,119	05-Mar-2010			05-Mar-2011
Abandoned		25-Sep-2020					
BR		PCT	BR1120120268147	19-Oct-2012			
Abandoned		25-Sep-2020					
Arbor and Hole Saw Arbor System							
CN		PCT	201180027252.8	03-Dec-2012			
Abandoned		25-Sep-2020					
EP		PCT	11772678.6	20-Apr-2011			
Abandoned		25-Sep-2020					
US		PRO	61/325,915	20-Apr-2010			20-Apr-2011
Completed		25-Sep-2020					
US	1	ORD	13/091,100	20-Apr-2011			
Abandoned		25-Sep-2020					
WO		ORD	PCT/US11/33333	20-Apr-2011			
Abandoned		25-Sep-2020					

Country	Sub Case	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
ZA	PCT	201208682	19-Nov-2012				
Abandoned		25-Sep-2020					
US	ORD	13/889,293	07-May-2013	9,360,435	07-Jun-2016	01-Jul-2034	
Granted		25-Sep-2020					
US	P	PRO	61/643,615	07-May-2012			
Completed		25-Sep-2020					
US	P	PRO	15/336,723	27-Oct-2016	10,408,768	10-Sep-2019	23-Nov-2036
Granted		25-Sep-2020					
US	CON	CON	16/560,425	04-Sep-2019	10976646	13-Apr-2021	27-Oct-2036
Granted		13-Apr-2021					
US	PRI	15/640,642	03-Jul-2017				
Abandoned		25-Sep-2020					
WO	ORD	PCT/US18/40578	02-Jul-2018				
Abandoned		25-Sep-2020					
BR	ORD	PI0313042-8	07-Jul-2003	PI0313042-8	03-Dec-2019	03-Dec-2029	
Granted		25-Sep-2020					
BR	ORD	PI0313058-4	07-Jul-2003	PI0313058-4	14-Nov-2017	14-Nov-2027	
Granted		25-Sep-2020					

Country	Sub Case	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
CN	PCT	Published	201980013891.5	17-Aug-2020			
EP	PCT	Published	19753991.9	25-Aug-2020			
US	PRO	Completed	62/631,939	18-Feb-2018			18-Feb-2019
US	ORD	Granted	16/277,096	15-Feb-2019	11,105,605	31-Aug-2021	15-Feb-2039
US	CON	Filed	17/460,606	30-Aug-2021			
WO	ORD	Completed	PCT/US19/18204	15-Feb-2019			

II. PATENT APPLICATIONS—The I.S. Starrett Company

Country	Sub Case	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
IN	PCT	Pending	202017040295	17-Sep-2020			

III. PATENT LICENSES – The L.S. Starrett Company

None

IV. PATENT REGISTRATIONS – Starrett Byte-wise Development, Inc.

Country	Sub Case	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
US			10699522	October 31, 2003	7679757	March 16, 2010	
Completed							

V. PATENT LICENSES – Starrett Byte-wise Development, Inc.

None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS – The L.S. Starrett Company

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
ACCUBORE (stylized)	U.S.	Registered	75/778,003	18-Aug-1999	2,537,105	05-Feb-2002
AccuPlug	U.S.	Registered	85/946,431	30-May-2013	4,589,845	19-Aug-2014
ADVANZ	China	Registered	7067370	20-Nov-2008	7067370	07-Jul-2010
ALTISSIMO	U.S.	Registered	76/043,934	08-May-2000	2,563,046	23-Apr-2002
BEARCAT DESIGN	U.S.	Registered	86/576,274	25-Mar-2015	5,082,947	15-Nov-2016
BI-METAL UNIQUE	U.S.	Registered	85/219,563	18-Jan-2011	4,025,474	13-Sep-2011
CROBLOX, stylized	U.S.	Registered	71/632,809	19-Jul-1952	577,970	28-Jul-1953
DATASURE	U.S.	Registered	78/696,661	19-Aug-2005	3,173,593	21-Nov-2006
DUAL-CUT	Brazil	Registered	829338772	02-Oct-2007	829338772	13-Sep-2011
DUAL-CUT	U.S.	Registered	77/265,532	27-Aug-2007	3,592,219	17-Mar-2009
DURATEC	China	Registered	7067369	20-Nov-2008	7067369	07-Jul-2010
ENCAIXE UNIFICADO, Stylized	Brazil	Registered		28-May-2007	829118284	10-Nov-2009
EXACT	U.S.	Registered	78/342,107	17-Dec-2003	3,133,780	22-Aug-2006
GLOBAL SERIES, plus design	U.S.	Registered	78/385,268	16-Mar-2004	3,023,057	06-Dec-2005
INTENSS	China	Registered	7067368	20-Nov-2008	7067368	07-Jul-2010
KING-CUT	U.S.	Registered	76/070,156	15-Jun-2000	2,740,688	22-Jul-2003
LAST WORD, stylized	U.S.	Registered	71/115,920	17-Feb-1919	127,438	11-Nov-1919
MI	Brazil	Registered		27-Nov-1978	006999654	25-Sep-1989

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
ML, stylized	Brazil	Registered	911606769	09-Sep-2016	911606769	19-Jun-2018
MEDICAL LINE	Brazil	Registered			825079454	08-May-2007
MEDICAL LINE (logo)	Brazil	Registered			825079446	
MULTI EDGE PERFORMANCE, plus t	U.S.	Registered	78/385,220	16-Mar-2004	3,044,603	17-Jan-2006
OOPS	U.S.	Registered	77/219,290	29-Jun-2007	3,475,008	29-Jul-2008
Petition for Cancellation against MAST	U.S.	Registered		21-Jul-2008	3,099,360	30-May-2006
PROSITE	U.S.	Registered	78/144,819	17-Jul-2002	2,817,038	24-Feb-2004
PROSITE, plus design	U.S.	Registered	78/144,847	17-Jul-2002	2,817,039	24-Feb-2004
QUICKSHOT	Canada	Registered	793,516	27-Sep-1995	461974	23-Aug-1996
QUICKSHOT	Mexico	Registered	337246	24-Jun-1998	584,081	31-Jul-1998
QUICKSHOT	U.S.	Registered	74/733,846	25-Sep-1995	2,015,246	12-Nov-1996
REDSTRIPPE	Brazil	Registered	477172	03-Apr-1972	06594,409	25-Sep-1977
REDSTRIPPE	Mexico	Registered	82052	28-Feb-1990	378,959	28-Feb-1990
SAFE-FLEX	U.S.	Registered	72/209,894	12-Jan-1965	794,008	10-Aug-1965
SPLIT CHIP ADVANTAGE, stylized	U.S.	Registered	78/385,206	16-Mar-2004	2,980,996	02-Aug-2005
STARRETT	Israel	Merged	37352	13-Apr-1973	37352	13-Apr-1973
STARRETT	Israel	Merged	37352	13-Apr-1973	37353	13-Apr-1973
STARRETT	United Kingdom	Reassigned		07-Aug-1959	794,176	07-Aug-1959
STARRETT	Argentina	Registered	1983824	20-Jun-1995	2889948	21-May-1996
STARRETT	Argentina	Registered	1983825	20-Jun-1995	2129907	21-May-1996
STARRETT	Argentina	Registered	1983826	20-Jun-1995	2889949	21-May-1996
STARRETT	Australia	Registered		27-Dec-1923	37830	27-Dec-1957

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Australia	Registered		27-Dec-1923	37829	27-Dec-1951
STARRETT	Australia	Registered		02-Nov-1965	A.198335	02-Nov-1965
STARRETT	Austria	Registered	AM943/73	10-Apr-1973	75124	16-Aug-1973
STARRETT	Benelux	Registered	7512	13-Jul-1971	53985	04-Jan-1973
STARRETT	Benelux	Registered	597162	11-Apr-1973	317240	11-Apr-1973
STARRETT	Bolivia	Registered		27-Apr-1973	49977A	26-Sep-1993
STARRETT	Bolivia	Registered		27-Apr-1973	89384-A	26-Sep-1973
STARRETT	Bosnia and Herzegovina	Registered	BAZR96246		BAZR96246	07 Int., 08
STARRETT	Brazil	Registered		02-Dec-1918	3200248	30-Sep-1965
STARRETT	Brazil	Registered	15307/72	01-Sep-1972	6906591	10-Mar-1979
STARRETT	Brazil	Registered	814986838	31-Jul-1989	814986838	04-Jun-1991
STARRETT	Brazil	Registered	006180515	04-Jan-1973	006.180.515	10-Dec-1995
STARRETT	Brazil	Registered	1232/06202276	15-Jan-1973	006202276	25-Dec-1995
STARRETT	Brazil	Registered	002409763	28-Mar-1949	002409763	28-Mar-1999
STARRETT	Bulgaria	Registered	288	21-Apr-1973	8896	21-Apr-1973
STARRETT	Canada	Registered	175,664	16-May-1939	13293	16-May-1939
STARRETT	Chile	Registered	77894/13	10-Apr-1973	409024	09-Jul-1993
STARRETT	China	Registered		20-Jan-1998	1279599	28-May-1999
STARRETT	Colombia	Registered	138816	24-Apr-1973	83557	04-Nov-1974
STARRETT	Colombia	Registered	304992	28-Jun-1989	141538	02-Jun-1993
STARRETT	Colombia	Registered	304991	28-Jun-1989	141539	02-Jun-1993
STARRETT	Costa Rica	Registered	23506	10-Jan-1973	46114/23506	04-Jun-1973
STARRETT	Costa Rica	Registered	22416	04-Jun-1973	46114/22416	04-Jun-1973

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Czech Republic	Registered		19-Apr-1973	162185	19-Apr-1973
STARRETT	Denmark	Registered	1839/1973	10-Apr-1973	3070/1976	10-Sep-1976
STARRETT	Dominican Republic	Registered		09-May-1973	21733	22-May-1973
STARRETT	Dominican Republic	Registered		09-May-1973	21734	22-May-1973
STARRETT	Ecuador	Registered	477	10-May-1973	2460	10-May-2013
STARRETT	El Salvador	Registered		24-May-1973	67	27-Nov-1973
STARRETT	Finland	Registered	2884/73	09-Apr-1973	70485	05-Oct-1979
STARRETT	France	Registered	203626	18-Apr-1990	1587075	18-Apr-1990
STARRETT	Germany	Registered	ST4461/9BWZ	03-Jul-1959	737,992	30-Jun-1960
STARRETT	Germany	Registered	T156177WZ	10-Apr-1973	939252	10-Apr-1973
STARRETT	Greece	Registered			50254	17-May-1975
STARRETT	Guatemala	Registered		25-Jul-1973	26940	10-Jan-1974
STARRETT	Guatemala	Registered		30-Jul-1973	26941	10-Jan-1974
STARRETT	Guatemala	Registered		23-Aug-1973	27,822	28-Mar-1974
STARRETT	Honduras	Registered		15-Jun-1973	20567	22-Oct-1973
STARRETT	Honduras	Registered	43084	13-Apr-1984	43084	13-Apr-1984
STARRETT	Honduras	Registered			43083	13-Apr-1984
STARRETT	India	Registered			125170	23-Sep-1958
STARRETT	India	Registered			125169	23-Sep-1958
STARRETT	India	Registered	287259	10-Apr-1973	287259	10-Apr-1973
STARRETT	Indonesia	Registered	D00.2010.005236	10-Feb-2010	IDM000507666	10-Feb-2010
STARRETT	Indonesia	Registered	D00.2010.005238	10-Feb-2010	IDM000507661	10-Feb-2010
STARRETT	Indonesia	Registered	D002008013727	17-Apr-2008	IDM000240108	03-Oct-2010

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Indonesia	Registered	D002008013728	17-Apr-2008	IDM000240786	15-Mar-2010
STARRETT	Iran	Registered	57294	30-Apr-1973	38957	30-Apr-1973
STARRETT	Ireland	Registered	1043/73	09-Apr-1973	84952	09-Apr-1973
STARRETT	Israel	Registered	37114	13-Apr-1973	37351	13-Apr-1973
STARRETT	Italy	Registered	33794C/73	24-Apr-1973	294687	24-Apr-1973
STARRETT	Japan	Registered	188740/73	03-Dec-1973	1,384,646	31-Jul-1979
STARRETT	Japan	Registered	2007-527869	21-May-1973	1,245,702	10-Jan-1977
STARRETT	Korea	Registered	13469/86	18-Jul-1986	0143875	05-Aug-1987
STARRETT	Korea	Registered	13470/86	18-Jul-1986	0144727	25-Aug-1987
STARRETT	Korea	Registered	13471/86	18-Jul-1986	144762	26-Aug-1987
STARRETT	Korea	Registered	13472186	18-Jul-1986	1 45434	20-Sep-1987
STARRETT	Kuwait	Registered	6714	08-Dec-1973	6131	08-Dec-1973
STARRETT	Lebanon	Registered	239234	21-Apr-1973	173349 (was 93564)	21-Apr-1973
STARRETT	Malaysia	Registered	M/62321	02-May-1973	M/B62321	02-May-1973
STARRETT	Malaysia	Registered	M/62323	02-May-1973	M/B62323	02-May-1973
STARRETT	Malaysia	Registered	M/62322	02-May-1973	M/B62322	02-May-1973
STARRETT	Mexico	Registered		18-Feb-1964	47192	18-Feb-1964
STARRETT	Mexico	Registered		29-Jan-1964	23114	29-Jan-1964
STARRETT	Mexico	Registered	164097	25-Mar-1993	1010835	01-Nov-2007
STARRETT	New Zealand	Registered	1 03980	26-Apr-1973	103,980	26-Apr-1973
STARRETT	New Zealand	Registered	103981	26-Apr-1973	103981	26-Apr-1973
STARRETT	New Zealand	Registered	103982	26-Apr-1973	103982	26-Apr-1973
STARRETT	Norway	Registered	114702	09-Apr-1973	92301	12-Dec-1974
STARRETT	Paraguay	Registered	235435		235435	27-Mar-2001

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Paraguay	Registered			235436	27-Mar-2001
STARRETT	Paraguay	Registered			472382	19-Aug-1998
STARRETT	Peru	Registered	139887	27-Apr-1973	20202	08-Aug-1973
STARRETT	Peru	Registered	139884	27-Apr-1973	20203	08-Aug-1973
STARRETT	Peru	Registered	139886	27-Apr-1973	20204	08-Aug-1973
STARRETT	Philippines	Registered	29	03-Jan-1948	000452	03-Jan-1948
STARRETT	Philippines	Registered	30	03-Jan-1948	000451	03-Jan-1948
STARRETT	Poland	Registered	Z-72059	28-May-1973	52142	28-May-1973
STARRETT	Portugal	Registered			292,836	04-Nov-1994
STARRETT	Puerto Rico	Registered		26-May-1984	7023	26-May-1984
STARRETT	Puerto Rico	Registered			5934	26-Mar-1972
STARRETT	Puerto Rico	Registered		14-Jun-1973	5935	03-Sep-1972
STARRETT	Qatar	Registered	50072	30-Mar-2008	50072	22-Feb-2009
STARRETT	Qatar	Registered	50073	30-Mar-2008	50073	22-Feb-2009
STARRETT	Romania	Registered		26-Jun-1973	8099	26-Jun-1973
STARRETT	Russian Federation	Registered	65090	23-Apr-1973	48089	23-Apr-1973
STARRETT	Singapore	Registered	S/57691	27-Apr-1973	T73/57691H	27-Jul-1973
STARRETT	Singapore	Registered	S/57690	27-Apr-1973	T73/57690Z	27-Apr-1973
STARRETT	Singapore	Registered	S/57689	27-Apr-1973	T73/57689F	27-Apr-1973
STARRETT	South Africa	Registered	73/1789	10-Apr-1973	73/1789	10-Apr-1973
STARRETT	South Africa	Registered	73/1791	10-Apr-1973	73/1791	10-Apr-1973
STARRETT	South Africa	Registered	73/1790	10-Apr-1973	73/1790	10-Apr-1973
STARRETT	Spain	Registered	710832	17-Apr-1973	710832	17-Jan-1977
STARRETT	Spain	Registered	710833	17-Apr-1973	710833	08-Oct-1974

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Spain	Registered		02-Feb-1924	53,189	30-Aug-1944
STARRETT	Sweden	Registered		29-Nov-1923	28,302	18-Mar-1924
STARRETT	Sweden	Registered		29-Nov-1923	28,303	18-Mar-1924
STARRETT	Switzerland	Registered	2010	10-Apr-1973	404399	10-Feb-1993
STARRETT	Taiwan	Registered			66318	01-Jan-1994
STARRETT	Taiwan	Registered			67673	01-Nov-1993
STARRETT	Thailand	Registered	244394		19216	30-Apr-1993
STARRETT	Thailand	Registered	363832		Kor93756	30-Jun-1998
STARRETT	Thailand	Registered	244393	11-May-1973	3534	11-May-1992
STARRETT	Turkey	Registered	3629273	08-May-1973	76908	08-May-1973
STARRETT	United Arab Emirates	Registered	97898	25-Jul-2007	1 09287	08-Nov-2010
STARRETT	United Arab Emirates	Registered	97899	25-Jul-2007	129969	26-Jan-2011
STARRETT	United Arab Emirates	Registered	97900	25-Jul-2007	148501	14-Jul-2011
STARRETT	United Kingdom	Registered	443055	27-Nov-1923	443055	27-Nov-1951
STARRETT	United Kingdom	Registered		02-May-1960	805,217	02-May-1960
STARRETT	United Kingdom	Registered	1549788	06-Oct-1993	1549788	06-Oct-1993
STARRETT	U.S.	Registered	72/171,280	18-Jun-1963	770,222	26-May-1964
STARRETT	U.S.	Registered	72/171,281	18-Jun-1963	770,195	26-May-1964
STARRETT	U.S.	Registered	71/056,841	05-Jun-1911	85,923	26-Mar-1912
STARRETT	U.S.	Registered	71/059,640	10-Nov-1911	88,215	03-Sep-1912

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Uruguay	Registered	141466	19-Jul-1973	361607	07-Mar-1975
STARRETT	Uruguay	Registered	141466	19-Jul-1993	286090	31-Mar-1997
STARRETT	Venezuela	Registered	3530	30-Apr-1973	77002-F	16-Oct-1974
STARRETT	Venezuela	Registered		19-Nov-1974	77305-F	19-Nov-1974
STARRETT	Zimbabwe	Registered	316/73	24-Apr-1973	316/73	24-Apr-1973
STARRETT (IN CHINESE)	China	Registered		20-Jan-1998	1279588	28-May-1999
STARRETT (IN CHINESE)	China	Registered		05-Nov-1997	1274589	14-May-1999
STARRETT (IN CHINESE)	China	Registered		05-Nov-1997	1266295	21-Apr-1999
STARRETT ML, stylized	China	Registered	2000062892	11-May-2000	1572153	21-May-2001
STARRETT ML, stylized	U.S.	Registered	73/046,091	07-Mar-1975	1,026,026	02-Dec-1975
STARRETT REDSTRIPED, plus design	U.S.	Registered	71/699,985	14-Dec-1955	628,648	12-Jun-1956
STARRETT TOOLS, plus design	U.S.	Registered	73/452,408	14-Nov-1983	1,320,622	19-Feb-1985
STARRETT, STYLIZED	United Arab Emirates	Registered		26-Feb-2002	46369	27-Nov-2002
STARRETT, stylized form	China	Registered		15-Jan-1994	790503	14-Nov-1995
STARRETT, stylized form	China	Registered		15-Jan-1994	806638	14-Jan-1996
TOUGH-TIP	Canada	Registered	547,661	16-Aug-1985	324,828	13-Mar-1987
UNIFIED SHANK	U.S.	Registered	78/384,461	15-Mar-2004	3,033,027	20-Dec-2005
UNIFIED SHANK, Stylized	Brazil	Registered		28-May-2007	829118276	10-Nov-2009
UNIQUE 81-METAL	Brazil	Allowed	825238447	17-Feb-2003		
VERSATIX	China	Registered	7067371	20-Nov-2008	7067371	07-Jul-2010
WEBBER	U.S.	Registered	72/153,698	21-Sep-1962	755,455	27-Aug-1963

II. TRADEMARK APPLICATIONS- The I.S. Starrett Company

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
8I-METAL UNIQUE	Brazil	Pending	910978417	05-Mar-2016		
STARRETT	U.S.	Pending	97/237,251	25-Jan-2022		

III. TRADEMARK LICENSES- The I.S. Starrett Company

None

IV. TRADEMARK REGISTRATIONS - Tru-Stone Technologies, Inc.

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
Tru-Stone	U.S.	Registered	n/a	19-Feb-1999	2324089	29-Feb-2000
Tru-Stone	U.S.	Registered	n/a	19-Feb-1999	2370430	25-July-2000

V. TRADEMARK LICENSES- Tru-Stone Technologies, Inc.

None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS – The L.S. Starrett Company

TITLE	COPYRIGHT NO.	REG DATE	EXPIRES	CLAIMANT
Fine Mechanical Tools From the World's Greatest Toolmakers	R 380069		12/31/2033	
The Starrett Book for Student Machinists	R 458225	5/23/1975	12/31/2036	L.S. Starrett Company
The Starrett Story	B 640166		12/31/2043	
Starrett Vernier Caliper	204790		12/31/2062	
Starrett Vernier Height Gage	204791		12/31/2062	
Starrett Satin Chrome Micrometers	204792		12/31/2062	
Starrett Universal Bevel Protractor	204793		12/31/2062	
The Starrett Book for Student Machinists	A642071		12/31/2070	
Starrett machining recommendations for Bearcat carbon type band saws	TX0000831281	12/14/1981		L.S. Starrett Company
Shaft Alignment	TX0000708660	1/5/1981		Refrigeration Service Engineers Society
The Starrett Book for Student Machinists	RE0000891583 / 2003-12-31		2003-12-31	The L.S. Starrett Company

II. COPYRIGHT APPLICATIONS – The L.S. Starrett Company

TITLE	COPYRIGHT NO.	REG DATE	EXPIRES	CLAIMANT
Advanced Measuring Instruments Certification	Pending-SR# 1-7484242821 submitted 3/11/2019			
Precision Measuring Instruments Certification	Pending-SR#1-7484242847 submitted 3/11/2019			

III. COPYRIGHT LICENSES – The L.S. Starrett Company

None.