

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Supplemental Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------|----------|----------------|-----------------------|
| BLOUNT, INC. | | 06/24/2011 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | GENERAL ELECTRIC CAPITAL CORPORATION, as Agent |
| Street Address: | 401 Merritt 7 |
| City: | Norwalk |
| State/Country: | CONNECTICUT |
| Postal Code: | 06851 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 40

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------|
| Serial Number: | 77016932 | SUPERTWIST |
| Serial Number: | 77102828 | PRO-AM |
| Serial Number: | 77202883 | GATOR DIG |
| Serial Number: | 77230552 | WITNESS MARK |
| Serial Number: | 77252753 | CHIPMASTER |
| Serial Number: | 77281294 | MAGNUMEDGER |
| Serial Number: | 77371998 | OE |
| Serial Number: | 77415059 | LUBRIWELL |
| Serial Number: | 77441580 | ICS |
| Serial Number: | 77441588 | ICS CONCRETE CHAIN SAWS |
| Serial Number: | 77561448 | HARVESTERLOK |
| Serial Number: | 77649468 | POWERSHARP |
| Serial Number: | 77649476 | OREGON SCULPTOR |
| Serial Number: | 77649480 | POWERSHARP DIAMOND |

CH \$1015.00 77016932

| | | |
|----------------|----------|---|
| Serial Number: | 77683520 | FORCE4 |
| Serial Number: | 77694503 | POWERGRIT |
| Serial Number: | 77745566 | OREGON 26 · CERTIFIED · · QUALITY STANDARDS · |
| Serial Number: | 77812175 | OREGON |
| Serial Number: | 78300820 | OREGON |
| Serial Number: | 78356507 | FUSION |
| Serial Number: | 78791150 | MICRO-LITE |
| Serial Number: | 78791152 | SUPER CHISEL |
| Serial Number: | 78791345 | CRADLE |
| Serial Number: | 78791365 | CHAMFER CHISEL |
| Serial Number: | 78791367 | VIBE-BAN |
| Serial Number: | 78828892 | GATOR MULCHER |
| Serial Number: | 85064281 | FASTLOCK |
| Serial Number: | 85064296 | FASTLOCK |
| Serial Number: | 85105262 | SHARPENS ON THE SAW, ON THE JOB, IN SECONDS |
| Serial Number: | 85194247 | LIGHTNING LOAD |
| Serial Number: | 85316707 | GATOR |
| Serial Number: | 73445172 | CARLTON |
| Serial Number: | 85296772 | CARLTON |
| Serial Number: | 77686367 | CARLTON |
| Serial Number: | 78759737 | CARLTON SAW CHAIN |
| Serial Number: | 73321515 | FILE-O-PLATE |
| Serial Number: | 73203713 | MAGNA-CHISEL |
| Serial Number: | 75779491 | MICROCUT |
| Serial Number: | 78613198 | N1 |
| Serial Number: | 75646824 | TIGER |

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048152231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Lawrenceville, GEORGIA 30308

NAME OF SUBMITTER:

Carol Fraser

TRADEMARK

REEL: 004570 FRAME: 0237

//Carol Fraser//

Date:

06/27/2011

Total Attachments: 8

source=Blount Supp.Trademark Security Agmt#page1.tif
source=Blount Supp.Trademark Security Agmt#page2.tif
source=Blount Supp.Trademark Security Agmt#page3.tif
source=Blount Supp.Trademark Security Agmt#page4.tif
source=Blount Supp.Trademark Security Agmt#page5.tif
source=Blount Supp.Trademark Security Agmt#page6.tif
source=Blount Supp.Trademark Security Agmt#page7.tif
source=Blount Supp.Trademark Security Agmt#page8.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this "Agreement"), dated as of June 24, 2011, by **BLOUNT, INC.**, a Delaware corporation ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, individually and as agent (in such capacity, "Agent") for itself and the lenders from time to time signatory to the Credit Agreement hereinafter defined.

WITNESSETH:

WHEREAS, Grantor, the other Credit Parties (as defined in the Credit Agreement) signatory thereto, the other persons signatory thereto from time to time as lenders (the "Lenders") and Agent are parties to that certain Fourth Amended and Restated Credit Agreement, dated as of June 13, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Grantor, the other grantors named therein and Agent are parties to that certain Trademark Security Agreement, dated as of August 9, 2004 (the "Trademark Security Agreement"); and

WHEREAS, in connection therewith, Grantor and Agent desire to supplement the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement, and further agree as follows:

1. Grant of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral"):
 - (a) all of its Trademark and Trademark Licenses to which it is a party, including those referred to on Supplement to Schedule I attached hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by each Trademark and each Trademark License referred to on Supplement to Schedule I attached hereto;
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark referred to on Supplement to

Schedule I attached hereto or Trademark licensed under any Trademark License referred to on Supplement to Schedule I attached hereto or (ii) injury to the goodwill associated with any Trademark referred to on Supplement to Schedule I attached hereto or any Trademark licensed under any Trademark License referred to on Supplement to Schedule I attached hereto.

2. Supplement to Schedule 1 of Trademark Security Agreement. Schedule 1 of the Trademark Security Agreement is hereby supplemented by the Supplement to Schedule 1 attached hereto and incorporated herein by reference.
3. Incorporation of the Trademark Security Agreement. The Trademark Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

[remainder of this page intentionally left blank]

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

BLOUNT, INC.

By: 

Name: Calvin E. Jenness


Title: Senior Vice President

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004570 FRAME: 0241

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Judith Langan
Title: Duly Authorized Signatory

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004570 FRAME: 0242

SUPPLEMENT TO SCHEDULE 1

Trademark Registrations, Applications and Licenses

(see attached)

BLOUNT TRADEMARKS

Trademarks

| Company | Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Assignee |
|---------|--------------------------|--|------------|------------|-----------|------------|----------|
| Blount | United States of America | SUPERTWIST | 77/016,932 | 10/9/2006 | 3,516,944 | 10/14/2008 | N/A |
| Blount | United States of America | PRO-AM | 77/102,828 | 2/8/2007 | 3,410,023 | 4/8/2008 | N/A |
| Blount | United States of America | GATOR DIG | 77/202,883 | 6/11/2007 | 3,702,052 | 10/27/2009 | N/A |
| Blount | United States of America | WITNESS MARK & Design | 77/230,552 | 7/16/2007 | 3,444,181 | 6/10/2008 | N/A |
| Blount | United States of America | CHIPMASTER | 77/252,753 | 8/10/2007 | 3,606,795 | 4/14/2009 | N/A |
| Blount | United States of America | MAGNUMEDGER | 77/281,294 | 9/17/2007 | 3,722,895 | 12/8/2009 | N/A |
| Blount | United States of America | OE (Stylized) | 77/371,998 | 1/15/2008 | 3,755,260 | 3/2/2010 | N/A |
| Blount | United States of America | LUBRIWELL | 77/415,059 | 3/6/2008 | 3,706,139 | 11/3/2009 | N/A |
| Blount | United States of America | ICS & Design | 77/441,580 | 4/7/2008 | 3,536,576 | 11/25/2008 | N/A |
| Blount | United States of America | ICS CONCRETE CHAIN SAWS & Design | 77/441,588 | 4/7/2008 | 3,546,332 | 12/16/2008 | N/A |
| Blount | United States of America | HARVESTERLOCK | 77/561,448 | 9/3/2008 | 3,693,888 | 10/6/2009 | N/A |
| Blount | United States of America | POWERSHARP | 77/649,468 | 1/14/2009 | 3,962,254 | 5/17/2011 | N/A |
| Blount | United States of America | OREGON SCULPTOR | 77/649,476 | 1/14/2009 | 3,850,871 | 9/21/2010 | N/A |
| Blount | United States of America | POWERSHARP & Design | 77/649,480 | 1/14/2009 | | | N/A |
| Blount | United States of America | FORCE4 | 77/683,520 | 3/4/2009 | 3,804,262 | 6/15/2010 | N/A |
| Blount | United States of America | POWERGRIT | 77/694,503 | 3/19/2009 | 3,773,242 | 4/6/2010 | N/A |
| Blount | United States of America | OREGON 26 CERTIFIED QUALITY STANDARDS & Design | 77/745,566 | 5/27/2009 | 3,819,572 | 7/13/2010 | N/A |
| Blount | United States of America | OREGON & OVAL Design | 77/812,175 | 8/25/2009 | 3,789,762 | 5/18/2010 | N/A |
| Blount | United States of America | ENGINEERED TO PERFORM. | 77/889,728 | 12/9/2009 | | | N/A |
| Blount | United States of America | BUILT TO LAST | 77/889,728 | 12/9/2009 | | | N/A |
| Blount | United States of America | ENGINEERED TO PERFORM. | 77/889,728 | 12/9/2009 | | | N/A |
| Blount | United States of America | BUILT TO LAST | 77/896,882 | 12/18/2009 | | | N/A |
| Blount | United States of America | G6 & Design (in Color) | 77/914,656 | 1/19/2010 | | | N/A |
| Blount | United States of America | OREGON & OVAL Design | 78/300,820 | 9/16/2003 | 2,889,236 | 9/28/2004 | N/A |
| Blount | United States of America | OREGON & OVAL Design | 78/356,507 | 1/23/2004 | 2,974,426 | 7/19/2005 | N/A |
| Blount | United States of America | FUSION | 78/791,150 | 1/13/2006 | 3,304,304 | 10/2/2007 | N/A |
| Blount | United States of America | MICRO-LITE | 78/791,152 | 1/13/2006 | 3,352,104 | 12/11/2007 | N/A |
| Blount | United States of America | SUPER CHISEL | 78/791,345 | 1/13/2006 | 3,420,223 | 4/29/2008 | N/A |
| Blount | United States of America | CRADLE | 78/791,345 | 1/13/2006 | 3,424,359 | 5/6/2008 | N/A |
| Blount | United States of America | CHAMFER CHISEL | 78/791,365 | 1/13/2006 | | | N/A |

BLOUNT TRADEMARKS

| Company | Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Assignee |
|---------|--------------------------|---|------------|------------|-----------|-----------|----------|
| Blount | United States of America | VIBE-BAN | 78/791,367 | 1/13/2006 | 3,331,895 | 11/6/2007 | N/A |
| Blount | United States of America | GATOR MULCHER | 78/828,892 | 3/3/2006 | 3,309,543 | 10/9/2007 | N/A |
| Blount | United States of America | PLATINUM BLUE | 85/063,048 | 6/15/2010 | | | N/A |
| Blount | United States of America | FASTLOCK | 85/064,281 | 6/16/2010 | | | N/A |
| Blount | United States of America | FASTLOCK & Design (in Color) | 85/064,296 | 6/16/2010 | | | N/A |
| Blount | United States of America | SHARPENS ON THE SAW, ON THE JOB, IN SECONDS | 85/105,262 | 8/11/2010 | | | N/A |
| Blount | United States of America | LIGHTNING LOAD | 85/194,247 | 11/9/2010 | | | N/A |
| Blount | United States of America | POWERNOW | 85/198,788 | 12/15/2010 | | | N/A |
| Blount | United States of America | GATOR | 85/316,707 | 5/10/2011 | | | N/A |

CARLTON TRADEMARKS

| Owner | Country | Mark | Appl. No. | Appl. Date | Reg. No. | Reg. Date |
|--------------|---------------|-------------------------------|------------|------------|-----------|-----------|
| BLOUNT, INC. | United States | CARLTON | 73/445,172 | 9/26/1983 | 1,307,681 | 12/4/1984 |
| BLOUNT, INC. | United States | CARLTON AND DESIGN | 85/296,772 | 4/15/2011 | | |
| BLOUNT, INC. | United States | CARLTON AND DESIGN (FIR TREE) | 77/686,367 | 3/9/2009 | 3,685,892 | 9/22/2009 |
| BLOUNT, INC. | United States | CARLTON SAW CHAIN AND DESIGN | 78/759,737 | 11/22/2005 | 3,467,858 | 7/15/2008 |
| BLOUNT, INC. | United States | FILE-O-PLATE | 73/321,515 | 7/30/1981 | 1,204,300 | 8/10/1982 |
| BLOUNT, INC. | United States | MAGNA-CHISEL | 73/203,713 | 2/13/1979 | 1,230,854 | 3/15/1983 |
| BLOUNT, INC. | United States | MICROCUT | 75/779,491 | 8/19/1999 | 2,605,250 | 8/6/2002 |
| BLOUNT, INC. | United States | N1 | 78/613,198 | 4/20/2005 | 3,082,325 | 4/18/2006 |
| BLOUNT, INC. | United States | TIGER | 75/646,824 | 2/23/1999 | 3,060,541 | 2/21/2006 |