

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simonds Industries Inc.		11/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3549831	SICLONE
Registration Number:	1820450	BLACK MASTER FINISH
Registration Number:	2914827	SINEWAVE
Registration Number:	1794104	DOMINATOR
Registration Number:	0601017	STAND-ALL
Registration Number:	0670557	BLUE TIP
Registration Number:	0642907	SI-CHROME
Registration Number:	1711202	RED STREAK
Registration Number:	0665693	MULTI-KUT
Registration Number:	0368475	VIXEN
Registration Number:	1971652	PALLET-BUSTER
Registration Number:	1767196	THE SIMONDS SAW
Registration Number:	2196608	DIEBAND+
Registration Number:	2652657	STRONG-MAG

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Registration Number:	1887747	KODIAK
Registration Number:	0342257	S
Registration Number:	3262399	BROADBAND
Registration Number:	3565090	IC ENDURO
Registration Number:	0531952	SIMONDS
Registration Number:	1579777	FUTURE 2000
Registration Number:	1823584	MIRROR EDGE
Registration Number:	0712481	SI-NAMIC
Registration Number:	0551241	WHIZCUT
Registration Number:	2948669	A-C-T
Registration Number:	0787149	AQUADEX
Registration Number:	1612667	IKS
Registration Number:	1422549	QU-CO
Registration Number:	2388581	TEXAS FRESH
Serial Number:	77766758	SIMONDS EDGE

**CORRESPONDENCE DATA**

Fax Number: 6175231231  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-570-1000  
Email: rthomas@goodwinprocter.com  
Correspondent Name: Ryan E. Thomas  
Address Line 1: Goodwin Procter LLP  
Address Line 2: Exchange Place, 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	018414-114555
NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	11/21/2012

**Total Attachments: 7**

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**TRADEMARK**

**REEL: 004905 FRAME: 0170**

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2012 is made between Simonds Industries Inc., a Delaware corporation (the "Grantor"), and RBS Citizens, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor and the Agent, among others, are parties to the Credit Agreement, dated as of November 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Security Agreement, dated as of November 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings

and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

SIMONDS INDUSTRIES INC.  
as Grantor

By: \_\_\_\_\_


Name: Raymond J. Martino

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004905 FRAME: 0173**

RBS CITIZENS, N.A.,  
as Administrative Agent

By:   
Name: Ryan C. Goodband  
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004905 FRAME: 0174

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Siclone	3,549,831	12/23/2008
USA	Black Master Finish	1,820,450	2/8/1994
USA	Sine-Wave	2,914,827	12/28/2004
USA	Dominator	1,794,104	9/21/1993
USA	Stand-All	601,017	1/18/1955
USA	Blue Tip	670,557	12/2/1958
USA	Si-Chrome	642,907	3/19/1957
USA	Red Streak	1,711,202	9/1/1992
USA	Multi-Kut	665,693	8/12/1958
USA	Vixen	368,475	6/20/1939
USA	Pallet-Buster	1,971,652	4/30/1996
USA	The Simonds Saw and Design	1,767,196	4/27/1993
USA	Dieband+	2,196,608	10/13/1998
USA	Strong-Mag	2,652,657	11/19/2002
USA	Kodiak	1,887,747	4/4/1995
USA	S	342,257	1/12/1937
USA	Broadband	3,262,399	7/10/2007
USA	IC Enduro	3,565,090	1/20/2009
USA	Simonds (and Design)	531,952	10/17/1950
USA	Future 2000	1,579,777	1/30/1990
USA	Mirror Edge	1,823,584	2/22/1994
USA	Si-Namic	712,481	3/14/1961
USA	Whizcut	551,241	11/27/1951
USA	A-C-T	2,948,669	5/10/2005
USA	Aquadex	787,149	3/23/1965
USA	IKS (and Design)	1,612,667	9/11/1990
USA	QU-CO	1,422,549	12/30/1986
USA	Texas Fresh	2,388,581	9/19/2000
International European Community	Broadband	875 235	12/7/2005
International European Community	Sine-Wave	2 844 884	5/11/2004
International European Community	Simonds on Rectangle	0 303 370	9/10/1999
International European Community	Dieband+	0 531 558	1/25/1999

Canada	Sine-Wave	TMA657,948	2/3/2006
Canada	Simonds	TMA462,275	8/30/1996
Canada	Future 2000	379,635	2/8/1991
Canada	Red Streak	TMA555,565	12/17/2001
Canada	SimaLock	117,933	5/6/1990
Canada	Epic	TMA570,297	11/5/2002
Canada	Strongmag	TMA296,850	12/8/2003
Canada	Turbotooth	TMA631,270	1/27/2005
Canada	IC Enduro	TMA764,877	4/23/2010
Canada	Simonds Canada Saw Co. Ltd. Red Streak and Design	TMA112,768	1/2/1959
Argentina	Simonds and design (on black rectangle) (Class 7)	2.039.840	3/31/1995
Argentina	Simonds and design (on black rectangle) (Class 8)	2.082.390	10/19/1995
Australia	Simonds (Class 7)	A514258	7/14/1992
Australia	Simonds (Class 8)	A514259	7/14/1992
Austria	Simonds and design (on black rectangle)	144,911	11/17/1992
Brazil	Simonds and design (on ribbon scroll)	002345153	7/21/1989
Brazil	Simonds and design (on black rectangle)	815749422	2/21/1996
Brazil	Red Presharpened Tang And design	815691726	2/21/1996
Denmark	Simonds on Rectangle	VR 1992 01926	3/27/1992
Ecuador	Simonds (Class 7)	30582	6/30/2004
Ecuador	Simonds (Class 8)	30581/04	6/30/2004
Ecuador	Simonds (Class 9)	3020-10	6/21/2010
Germany	Simonds on Rectangle	1,181,105	9/21/1991
Great Britain	Broadband	875 235	12/7/2005
Mexico	Sine-Wave	801401	7/24/2003
Mexico	Simonds on Rectangle (Class 8)	555,971	10/20/1992
Mexico	Simonds and design (on black rectangle)	21067/2003	4/21/1993
New Zealand	Simonds on Rectangle (Class 7)	249616	5/30/1995
New Zealand	Simonds on Rectangle (Class 8)	249615	5/30/1995
New Zealand	Red Streak	251860	8/1/1995
Norway	Simonds and Design	163,507	7/7/1994



	(on black rectangle)		
Peru	Simonds Saw and Steel On Ribbon Scroll (Class 7)	85172	5/18/1990
Peru	Simonds Saw and Steel On Ribbon Scroll (Class 8)	85173	5/18/1990
South Korea	Simonds	0244585	7/24/1992
South Korea	Simonds on Rectangle	235,820	4/15/2002
Sweden	Simonds on Rectangle	252,228	10/1/1993
Thailand	Simonds on Rectangle (Class 7)	TM21788	12/15/1994
Thailand	Simonds on Rectangle (Class 8)	TM23132	12/31/1994
Thailand	Red Tang and Device	TM33498	8/28/1995
Trinidad/ Tobago	Simonds	34110	12/28/2005

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Simonds Edge	APP 77-766,758	6/24/2009
Chile	Simonds	App. 624.742	10/15/2003