

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simonds International L.L.C.		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0531952	SIMONDS	
<b>Registration Number:</b>	1971652	PALLET-BUSTER	
<b>Registration Number:</b>	1767196	THE SIMONDS SAW	
<b>Registration Number:</b>	1794104	DOMINATOR	
<b>Registration Number:</b>	601017	STAND-ALL	
<b>Registration Number:</b>	670557	BLUE TIP	
<b>Registration Number:</b>	642907	SI-CHROME	
<b>Registration Number:</b>	1711202	RED STREAK	
<b>Registration Number:</b>	1887747	KODIAK	
<b>Registration Number:</b>	342257	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>			
<b>Phone:</b>	2124597136		
<b>Email:</b>	tbennett@goodwinprocter.com		
<b>Correspondent Name:</b>	Tracey D. Bennett		
<b>Address Line 1:</b>	c/o Goodwin Procter LLP		
<b>Address Line 2:</b>	620 8th Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10018		

OP \$265.00 0531952

<b>ATTORNEY DOCKET NUMBER:</b>	018414.114555
<b>NAME OF SUBMITTER:</b>	Tracey D. Bennett
<b>SIGNATURE:</b>	/s/Tracey D. Bennett
<b>DATE SIGNED:</b>	10/09/2014

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2014 is made between Simonds International L.L.C., a Delaware limited liability company (the "Grantor"), and Citizens Bank, 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 Amended and Restated Credit Agreement, dated as of September 29, 2014 (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 Amended and Restated Security and Guaranty Agreement, dated as of September 29, 2014 (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.

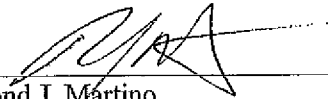
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including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

[Remainder of page intentionally left blank]

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 INTERNATIONAL L.L.C.

By:   
Name: Raymond J. Martino  
Title: President and Chief Executive Officer

CITIZENS BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Ryan C. Goodband  
Title: Director

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 INTERNATIONAL L.L.C.

By: \_\_\_\_\_  
Name: Raymond J. Martino  
Title: President and Chief Executive Officer

CITIZENS BANK, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Ryan C. Goodband  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005378 FRAME: 0698**

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademark

<u>Registered Trademarks</u>			
<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	SIMONDS on Rectangle	5,31,952	10/17/1950
United States	PALLET-BUSTER	1,971,652	4/30/1996
United States	THE SIMONDS SAW and design	1,767,196	4/27/1993
United States	DOMINATOR	1,794,104	9/21/1993
United States	STAND-ALL	601,017	1/18/1955
United States	BLUE TIP	670,557	12/2/1958
United States	SI-CHROME	642,907	3/19/1957
United States	RED STREAK	1,711,202	9/1/1992
United States	KODIAK	1,887,747	4/4/1995
United States	S	342,257	1/12/1937
Argentina	SIMONDS and Design (on Black Rectangle) Class 7	1.555.140	3/31/1995
Argentina	SIMONDS and Design (on Black Rectangle) Class 8	1.579.428	10/19/1995
Australia	SIMONDS (Class 7)	514258	7/14/1992
Australia	SIMONDS (Class 8)	514259	7/14/1992
Austria	SIMONDS and Design (on Black Rectangle)	144,911	11/17/1992
Brazil	SIMONDS and Design (on Black	815749422	2/21/1996

	Rectangle)		
Brazil	SIMONDS and design (on Ribbon Scroll)	002345153	7/21/1989
Brazil	RED PRESHARPENED TANG and Design	815.691.726	2/21/1996
Canada	SIMONDS CANADA SAW CO. LTD RED STREAK and Design (Ribbon Scroll)	TMA112,768	1/2/1959
Canada	SIMONDS	748,677	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	STRONGMAG	TMA296,850	12/8/2003
Canada	TURBOTOOTH	TMA631,270	1/27/2005
Dem. People's Rep. of Korea	SIMONDS	0011907	
Denmark	SIMONDS on Rectangle	VR 01.926 1992	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
European Union	SIMONDS on Rectangle	0 303 370	9/10/1999
Germany	SIMONDS on Rectangle	1,181,105	9/21/1991
Mexico	SIMONDS on Rectangle (Class 8)	555,971	10/20/1992
Mexico	SIMONDS and Design (on Black Rectangle)	456957	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 (stylized)	251860	8/1/1995
Norway	SIMONDS and Design (on Black Rectangle)	163,507	7/7/1994
Peru	SIMONDS SAW AND STEEL ON RIBBON SCROLL	85172	5/18/1990
Peru	SIMONDS SAW AND STEEL ON RIBBON SCROLL	85173	5/18/1990
Republic of 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	12/30/1994
Trinidad and Tobago	SIMONDS	34110	12/28/2005

<u>Pending Trademark Applications</u>			
<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Chile	SIMONDS	624.742	10/15/2003
Vietnam	SIMONDS	4-2014-02250	2/6/2014