

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blount, Inc.		04/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	4371420	ALWAYS READY	
Registration Number:	4419702	BIOTRIM	
Registration Number:	1307681	CARLTON	
Registration Number:	3467858	CARLTON	
Registration Number:	4336351	CARLTON	
Registration Number:	4664365	CARLTON	
Registration Number:	3424359	CHAMFER CHISEL	
Registration Number:	4017051		
Registration Number:	1624471	DOUBLE GUARD	
Registration Number:	4505576	FASTLOCK	
Registration Number:	4505577	FASTLOCK	
Registration Number:	3804262	FORCE4	
Registration Number:	2974426	FUSION	
Registration Number:	4206331	G6	
Registration Number:	4169111	GATOR	
Registration Number:	3702052	GATOR DIG	
Registration Number:	3309543	GATOR MULCHER	
Registration Number:	1561813	GUARD MATE	

CH \$1890.00 4371420

Property Type	Number	Word Mark
Registration Number:	3693888	HARVESTERLOK
Registration Number:	1654021	ICS
Registration Number:	3536576	ICS
Registration Number:	3546332	ICS CONCRETE CHAIN SAWS
Registration Number:	2339190	INTENZ
Registration Number:	2562352	JET-FIT
Registration Number:	2137186	LASER-LITE
Registration Number:	4199248	LIGHTNING LOAD
Registration Number:	1608845	LUBRI JET
Registration Number:	2251737	LUBRI-DAM
Registration Number:	3706139	LUBRIWELL
Registration Number:	3722895	MAGNUMEDGER
Registration Number:	944029	MICRO CHISEL
Registration Number:	2605250	MICROCUT
Registration Number:	3304304	MICRO-LITE
Registration Number:	3082325	N1
Registration Number:	3755260	OE
Registration Number:	2014445	ONLY ONE
Registration Number:	4459489	OREGON
Registration Number:	602338	OREGON
Registration Number:	2889236	OREGON
Registration Number:	2630993	OREGON
Registration Number:	3789762	OREGON
Registration Number:	4376750	OREGON
Registration Number:	3819572	OREGON 26 · CERTIFIED · · QUALITY STANDA
Registration Number:	3850871	OREGON SCULPTOR
Registration Number:	2646330	PASSPORT
Registration Number:	1441797	POWER MATCH
Registration Number:	847332	POWER MATE
Registration Number:	3773242	POWERGRIT
Registration Number:	4347144	POWERNOW
Registration Number:	3962254	POWERSHARP
Registration Number:	4019857	POWERSHARP DIAMOND
Registration Number:	1596110	PRO 91
Registration Number:	1437758	PRO SPUR
Registration Number:	3410023	PRO-AM
Registration Number:	1233304	PRO-LITE
Registration Number:	3013802	REDZAW

Property Type	Number	Word Mark
Registration Number:	1957317	ROLLTOP
Registration Number:	2450047	SEALPRO
Registration Number:	4176232	SHARPENS ON THE SAW, ON THE JOB, IN SECO
Registration Number:	2534630	SPEED TIP
Registration Number:	2572044	SPEEDHOOK
Registration Number:	1615766	STARLINE
Registration Number:	1083179	SUPER GUARD
Registration Number:	3516944	SUPERTWIST
Registration Number:	1062664	SURE SHARP
Registration Number:	1285833	SURE-SHARP
Registration Number:	3060541	TIGER
Registration Number:	2588381	TSS
Registration Number:	2449253	TWINPRO
Registration Number:	3331895	VIBE-BAN
Registration Number:	1771107	WALL WALKER
Registration Number:	2773019	WINDSOR
Registration Number:	3444181	WITNESS MARK
Registration Number:	1205971	XTRAGUARD
Registration Number:	1204300	FILE-O-PLATE

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0430
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	04/13/2016

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

(Notice and Confirmation of Grant of Security Interest in Trademarks)

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2016, between **Blount, Inc.**, a Delaware corporation, **Woods Equipment Company**, a Delaware corporation, **SpeeCo Incorporated**, a Delaware corporation (together with Blount, Inc. and Woods Equipment Company, the “**Grantors**”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, Grantors own the Trademark Collateral (as defined below);

WHEREAS, Blount International, Inc. (the “**Borrower**”), ASP Blade Intermediate Holdings, Inc. (“**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Barclays Bank PLC, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of April 12, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to a Security Agreement, dated as of April 12, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Guarantors party thereto and Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantors hereby confirm, subject to existing licenses to use the trademarks granted by the Grantors, that pursuant to the Security Agreement it granted to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantors, including, without limitation, each Trademark registration or application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) all rights to sue or otherwise recover for any past, present and future infringement, misappropriation, dilution or other violation of the foregoing; and

(iii) all Proceeds of from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing notice and confirmation of grant of security interest is made in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

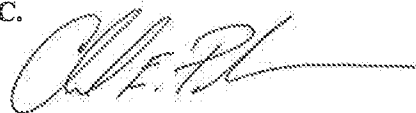
This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

BLOUNT, INC.

By: _____



Name: Chad E. Paulson

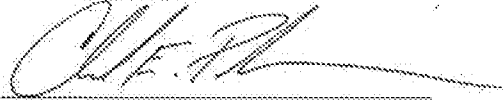
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005770 FRAME: 0309

SPEECO, INCORPORATED

By: _____




Name: Chad E. Paulson
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005770 FRAME: 0310

WOODS EQUIPMENT COMPANY

By: 

Name: Chad E. Paulson
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By:



Name: Craig J. Malloy
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005770 FRAME: 0312

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Blount, Inc.

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALWAYS READY	85/777,173	11/12/2012	4,371,420	7/23/2013
BIOTRIM	85/723,249	9/7/2012	4,419,702	10/15/2013
CARLTON	73/445,172	9/26/1983	1,307,681	12/4/1984
CARLTON (and design)	78/759,737	11/22/2005	3,467,858	7/15/2008
CARLTON (and design)	85/978,748	4/15/2011	4,336,351	5/14/2013
CARLTON (and design)	85/898,259	4/8/2013	4,664,365	12/30/2014
CHAMFER CHISEL	78/791,365	1/13/2006	3,424,359	5/6/2008
DIAMOND design	85/104,382	8/10/2010	4,017,051	8/23/2011
DOUBLE GUARD	74/031,903	2/23/1990	1,624,471	11/27/1990
FASTLOCK	85/064,281	6/16/2010	4,505,576	4/1/2014
FASTLOCK (and design)	85/064,296	6/16/2010	4,505,577	4/1/2014
FORCE4	77/683,520	3/4/2009	3,804,262	6/15/2010
FUSION	78/356,507	1/23/2004	2,974,426	7/19/2005
G6 (and design in color)	77/896,882	12/18/2009	4,206,331	9/11/2012
GATOR	85/316,707	5/10/2011	4,169,111	7/3/2012
GATOR DIG	77/202,883	6/11/2007	3,702,052	10/27/2009
GATOR MULCHER	78/828,892	3/3/2006	3,309,543	10/9/2007
GUARD MATE	73/785,157	3/7/1989	1,561,813	10/24/1989
HARVESTERLOK	77/561,448	9/3/2008	3,693,888	10/6/2009
ICS	74/013,774	12/26/1989	1,654,021	8/13/1991
ICS (and design)	77/441,580	4/7/2008	3,536,576	11/25/2008
CS CONCRETE CHAIN SAWS (and design)	77/441,588	4/7/2008	3,546,332	12/16/2008
INTENZ	75/468,117	4/15/1998	2,339,190	4/4/2000
JET-FIT	75/908,632	2/3/2000	2,562,352	4/16/2002
LASER-LITE	75/240,846	2/7/1997	2,137,186	2/17/1998
LIGHTNING LOAD	85/194,247	12/9/2010	4,199,248	8/28/2012
LUBRIJET	73/831,300	10/16/1989	1,608,845	8/7/1990
LUBRI-DAM	75/238,469	2/7/1997	2,251,737	6/8/1999
LUBRIWELL	77/415,059	3/6/2008	3,706,139	11/3/2009
MAGNUMEDGER	77/281,294	9/17/2007	3,722,895	12/8/2009
MICRO CHISEL	72/390,294	4/26/1971	944029	10/3/1972
MICROCUT	75/779,491	8/18/1999	2,605,250	8/6/2002
MICRO-LITE	78/791,150	1/13/2006	3,304,304	10/2/2007
NI	78/613,198	4/20/2005	3,082,325	4/18/2006
OE (stylized)	77/371,998	1/15/2008	3,755,260	3/2/2010
ONLY ONE	74/638,571	2/27/1995	2,014,445	11/5/1996
OREGON	85/342,553	6/9/2011	4,459,489	12/31/2013
OREGON	71/660,427	2/1/1954	602338	2/22/1955
OREGON (and oval design)	78/300,820	9/16/2003	2,889,236	9/28/2004
OREGON (and oval design)	76/273,733	6/18/2001	2,630,993	10/8/2002
OREGON (and oval design)	77/812,175	8/25/2009	3,789,762	5/18/2010
OREGON (and oval design)	77/914,656	1/19/2010	4,376,750	7/30/2013
OREGON 26 CERTIFIED QUALITY STANDARDS (and design)	77/745,566	5/27/2009	3,819,572	7/13/2010
OREGON SCULPTOR	77/649,476	1/14/2009	3,850,871	9/21/2010
PASSPORT	75/314,93	10/25/1999	2,646,330	11/5/2002
POWER MATCH	73/614,887	8/15/1986	1,441,797	6/9/1987
POWER MATE	72/255,714	10/4/1966	847,332	4/9/1968
POWERGRIT	77/694,503	3/19/2009	3,773,242	4/6/2010
POWERNOW	85/198,788	12/15/2010	4,347,144	6/4/2013
POWERSHARP	77/649,468	1/14/2009	3,962,254	5/17/2011
POWERSHARP (and Design)	77/649,480	1/14/2009	4,019,857	8/30/2011

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRO 91	73/831,297	10/16/1989	1,596,110	5/15/1990
PRO SPUR	73/614,908	8/15/1986	1,437,758	4/28/1987
PRO-AM	77/102,828	2/8/2007	3,410,023	4/8/2008
PRO-LITE	73/345,764	1/15/1982	1,233,304	4/5/1983
REDZAW	78/217,052	2/20/2003	3,013,802	11/8/2005
ROLLTOP	74/576,098	9/20/1994	1,957,317	2/20/1996
SEALPRO	75/766,434	7/23/1999	2,450,047	5/8/2001
SHARPENS ON THE SAW, ON THE JOB, IN SECONDS	85/105,262	8/11/2010	4,176,232	7/17/2012
SPEED TIP	75/776,978	8/16/1999	2,534,630	1/29/2002
SPEEDHOOK	76/007,542	3/24/2000	2,572,044	5/21/2002
STARLINE	74/014,800	12/28/1989	1,615,766	10/2/1990
SUPER GUARD	73/121,938	4/7/1977	1,083,179	1/24/1978
SUPERTWIST	77/016,932	10/9/2006	3,516,944	10/14/2008
SURE SHARP	73/094,883	7/28/1976	1,062,664	4/5/1977
SURE-SHARP	73/400,788	10/13/1982	1,285,833	7/17/1984
TIGER	75/646,824	2/23/1999	3060541	2/21/2006
TSS	76/317,239	9/26/2001	2,588,381	7/2/2002
TWINPRO	76/054,080	5/23/2000	2,449,253	5/8/2001
VIBE-BAN	78/791,367	1/13/2006	3,331,895	11/6/2007
WALL WALKER	74/265,325	4/13/1992	1,771,107	5/18/1993
WINDSOR	76/273,732	6/18/2001	2,773,019	10/14/2003
Witness Mark (and ddesign)	77/230,552	7/16/2007	3,444,181	6/10/2008
XTRAGUARD	73/297,042	2/13/1981	1,205,971	8/24/1982
FILE-O-PLATE	73/321515	7/30/1981	1,204,300	8/10/1982
FORCE3	86/885658	1/25/2016	N/A	N/A
A BETTER SAW STARTS HERE	86/911668	2/18/16	N/A	N/A

WOODS EQUIPMENT COMPANY

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
INTRA-DRIVE	74/410,021	7/2/1993	1890416	4/18/1995
WOODS	73/202,597	3/5/1979	1187361	1/26/1982
SAF-T-LOK	73/460,007	1/9/1984	1328031	4/2/1985
BATWING	72/142,476	4/17/1962	747222	3/26/1963
GROUNDBREAKER	76/594,143	5/25/2004	3064764	3/7/2006
CF (and design)	72/570,498	11/26/1985	1396482	6/10/1986
TISCO	75/034,551	12/19/1995	2094219	9/9/1997
TRU-POWER	75/118,110	6/13/1996	2207899	12/8/1998
RIPPER BUCKET	74/484,750	1/31/1994	1892945	5/9/1995
JAW	72/444,148	12/19/1972	1005542	2/25/1975
WAIN ROY	72/066,830	1/30/1959	684757	9/8/1959
GANNON	73/253,990	3/14/1980	1182720	12/22/1981
VINTAGE IRON (supplemental)	78/219,273	2/26/2003	3105323	6/13/2006

SPEECO, INCORPORATED

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SPEECO	85/024,271	4/27/ 2010	3,992,043	7/12/ 2011
SPEECO	86/347,272	7/24/2014	4,820,750	9/29/2015
POWERPRO (and design)	77/663419	2/4/2009	3,886,998	12/7/2010
POWERPRO	77/663408	2/4/2009	3,886,997	12/7/2010
SOLUTIONS FOR COUNTRY LIVING	77/897741	12/20/2009	3,995,660	7/19/2011
SPEECO (and design)	72/174126	7/31/1963	0,774,476	8/4/1964
SPEEDPRO (and design)	85/438153	10/3/2011	4,248,698	11/27/2012
SPEEDPRO	85/438138	10/3/2011	4,142,728	5/15/2012
SPLITMASTER	78/885879	5/17/2006	3,413,307	4/15/2008