

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Blount, Inc.	12/30/2005
Blount International, Inc.	12/30/2005
Dixon Industries, Inc.	12/30/2005
Fabtek Corporation	12/30/2005
Frederick Manufacturing Corporation	12/30/2005
Gear Products, Inc.	12/30/2005
Windsor Forestry Tools LLC	12/30/2005
Omark Properties, Inc.	12/30/2005
BI, L.L.C.	12/30/2005
4520 Corp., Inc.	12/30/2005

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	110 Abernathy Road
Internal Address:	Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	0502392
Patent Number:	0694101
Application Number:	11085787
Application Number:	60644046
Application Number:	10951747
Application Number:	11256628

PATENT

500070458

REEL: 016996 FRAME: 0965

CH \$440.00 0502392

Application Number:	10982702
PCT Number:	US0534381
PCT Number:	US0531895
PCT Number:	US0514818
PCT Number:	US0540092

CORRESPONDENCE DATA

Fax Number: (404)685-5231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404) 815-2231

Email: heatherskinner@paulhastings.com

Correspondent Name: Heather Skinner

Address Line 1: 600 Peachtree Street, N.E.

Address Line 2: Suite 2400

Address Line 4: Atlanta, GEORGIA 30308-2222

NAME OF SUBMITTER:

Jesse H. Austin, III, Esq.

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of December 30, 2005, by BLOUNT, INC., a Delaware corporation, BLOUNT INTERNATIONAL, INC., a Delaware corporation, DIXON INDUSTRIES, INC., a Kansas corporation, FABTEK CORPORATION, a Michigan corporation, FREDERICK MANUFACTURING CORPORATION, a Delaware corporation, GEAR PRODUCTS, INC., an Oklahoma corporation, WINDSOR FORESTRY TOOLS LLC, a Tennessee limited liability company, OMARK PROPERTIES, INC., an Oregon corporation, BI, L.L.C., a Delaware limited liability company, and 4520 CORP., INC., a Delaware corporation (collectively, the "Grantors," and each individually, the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and as agent (in such capacity, "Agent") for itself, General Electric Capital Canada Inc., as Canadian agent ("Canadian Agent") and the lenders from time to time signatory to the Credit Agreement hereinafter defined.

W I T N E S S E T H:

WHEREAS, Blount International, Inc., a Delaware corporation ("Holdings"), Blount, Inc., a Delaware corporation ("Blount, Inc."), and, as applicable, the other Credit Parties (as defined in the Credit Agreement described below) are parties to that certain Credit Agreement, dated as of May 15, 2003 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Prior Credit Agreement"), among Holdings, Blount, Inc., the other Credit Parties signatory thereto, the Lenders (as defined in the Prior Credit Agreement), Agent and Canadian Agent; and

WHEREAS, US Grantors and Agent are parties to that certain Patent Security Agreement dated as of May 15, 2003 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Prior Patent Security Agreement") pursuant to which US Grantors granted Liens (as defined in the Credit Agreement) in the Collateral (as defined in the Prior Patent Security Agreement) to Agent in order to secure the prompt and complete payment, performance and observance of all of the Secured Obligations (as defined in the recitals to the US Security Agreement as defined below); and

WHEREAS, Holdings, Blount, Inc. and, as applicable, the other Credit Parties are parties to that certain Amended and Restated Credit Agreement, dated as of August 9, 2004 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among Holdings, Blount, Inc., the other Credit Parties thereto, the several banks and other financial institutions or entities from time to time parties thereto as lenders ("Lenders"), Agent and Canadian Agent (as defined therein); and

WHEREAS, Grantors and Agent are parties to that certain Amended and Restated US Security Agreement dated as of August 9, 2004 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "US Security Agreement") pursuant to which Grantors have granted Liens in the Collateral to Agent in order to secure the prompt and complete payment, performance and observance of all of the Secured Obligations; and

WHEREAS, Grantors have filed applications for registrations of Patents since the Closing Date of the US Security Agreement (the "New Patent Registrations");

WHEREAS, pursuant to Section 5(c)(ii) of the US Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of itself, Canadian Agent and Lenders, this Patent Security Agreement with respect to the New Patent Registrations;

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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself, Canadian Agent and Lenders, a continuing first priority security interest in, 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 "Patent 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 reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

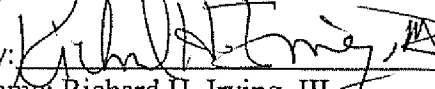
3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself, Canadian Agent and Lenders, pursuant to the US Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS PATENT SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

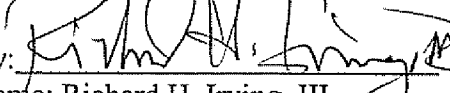
[SIGNATURE PAGES FOLLOW]

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

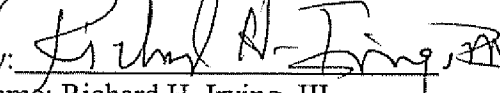
BLOUNT INTERNATIONAL, INC.

By: 
Name: Richard H. Irving, III
Title: Sr. Vice President

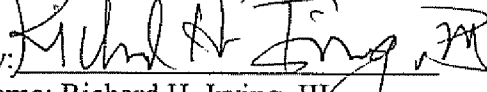
BLOUNT, INC.

By: 
Name: Richard H. Irving, III
Title: Sr. Vice President

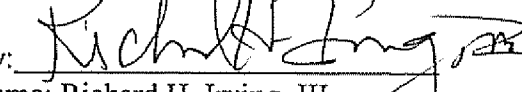
FABTEK CORPORATION

By: 
Name: Richard H. Irving, III
Title: Vice President

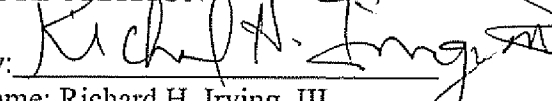
GEAR PRODUCTS, INC.

By: 
Name: Richard H. Irving, III
Title: Vice President

DIXON INDUSTRIES, INC.

By: 
Name: Richard H. Irving, III
Title: Vice President

FREDERICK MANUFACTURING CORPORATION

By: 
Name: Richard H. Irving, III
Title: Vice President

WINDSOR FORESTRY TOOLS LLC

By: Blount, Inc., its sole member

By: 

Name: Calvin E. Jenness

Title: Sr. Vice President

4520 CORP., INC.

By: 

Name: Calvin E. Jenness

Title: Vice President

OMARK PROPERTIES, INC.

By: 

Name: Calvin E. Jenness

Title: Vice President

BI, L.L.C.

By: Blount, Inc., its managing member

By: 

Name: Calvin E. Jenness

Title: Sr. Vice President

ACCEPTED AND ACKNOWLEDGED

BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____

Name: _____

Title: Duly Authorized Signatory

WINDSOR FORESTRY TOOLS LLC

By: Blount, Inc., its sole member

By: _____
Name: _____
Title: _____

4520 CORP., INC.

By: _____
Name: _____
Title: _____

OMARK PROPERTIES, INC.

By: _____
Name: _____
Title: _____

BI, L.L.C.

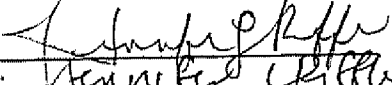
By: Blount, Inc., its managing member

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED

BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Jennifer P. Cliffe
Title: Daily Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Blount, Inc.
U.S. Patents

Issued Patents

Name	Number	Date
TRANSPARENT WINDOW OF PACKAGING FOR A CHAIN SAW LOOP	D502392	03/01/2005
LIGHTWEIGHT GUIDE BAR FOR CHAINSAW	694101	11/15/2005

Pending Applications

Name	Number	Date
TREE DELIMBER ROLLER SYSTEM WITH AUTOMATIC ROLLER ADJUSTMENT	11/085,787	03/21/2005
TREE DELIMBER ROLLER SYSTEM	60/644,046	01/14/2005
ELECTRIC CONCRETE CUTTING CHAIN SAW	112156-138788	09/13/2004
RIM SPROCKET FOR CHAIN SAW	10/951,747	09/27/2004
P00.646 LOW VIBRATION CUTTING CHAIN	11/256,628	10/21/2005
RIM SPROCKET FOR CHAIN SAW	US/05/34381	09/23/2005
PCT ELECTRIC CONCRETE CUTTING CHAIN SAW	US05/31895	09/08/2005

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Frederick Manufacturing Corporation
U.S. Patents

Pending Applications

Country	Name	Number	Date
U.S.	P003 CUTTING BLADE EDGE APPLICATION METHOD AND APPARATUS	10/982,702	11/05/2004
PCT	P0040CT CUTTING BLADE HARDFACING METHOD AND APPARATUS	US05/14818	04/29/2005
PCT	P003PCT CUTTING BLADE EDGE APPLICATION METHOD AND APPARATUS	US05/40092	11/03/2005