PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2713434

SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			SUPPLEMENTAL PATENT SECURITY AGREEMENT				
CONVEYING PARTY DATA							
Name Execution Date							
BLOUNT, INC. 01/30/2014							
RECEIVING PARTY DATA							
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT						
Street Address:	401 MERRITT 7						
City:	NORWALK						
State/Country:	CONNECTICUT						
Postal Code:	06851						
PROPERTY NUMBERS Total: 3							
Property Type		Number					
Application Number:		14026961					
Application Number:		29466401					
Application Number:		14020721					
CORRESPONDENCE DATA							
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Correspondence will be sent via US Mail when the email attempt is unsuccessful. Correspondent Name: CAROL FRASER							
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Address Line 2: KING & SPALDING LLP							
Address Line 4: ATLANTA, GEORGIA 30309-3521							
ATTORNEY DOCKET NUMBER:			09611.0150068 - BLOUNT				
NAME OF SUBMITTER:			CAROL FRASER				
Signature:			//Carol Fraser//				
				PATENT			

Date:	02/05/2014
Total Attachments: 5 source=Blount Supplemental Patent Securi source=Blount Supplemental Patent Securi source=Blount Supplemental Patent Securi source=Blount Supplemental Patent Securi	ty Agreement#page2.tif ty Agreement#page3.tif ty Agreement#page4.tif

SUPPLEMENTAL PATENT SECURITY AGREEMENT

This Supplemental Patent Security Agreement, dated as of January <u>30</u>, 2014 (this "<u>Agreement</u>"), by **BLOUNT, INC.**, a Delaware corporation ("<u>Grantor</u>"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, individually and as agent (in such capacity, "<u>Agent</u>") 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 Patent Security Agreement, dated as of August 9, 2004 (the "Patent Security Agreement"); and

WHEREAS, in connection therewith, Grantor and Agent desire to supplement the Patent 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 Patent Security Agreement, and further agree as follows:

- <u>Grant of Security Interest In Patent Collateral</u>. 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 "Patent Collateral"):
 - (a) all of its Patents and Patent Licenses to which it is a party, including those referred to on <u>Supplement to Schedule I</u> attached hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent referred to on <u>Supplement to</u> <u>Schedule I</u> attached hereto or Patent licensed under any Patent License referred to on <u>Supplement to Schedule I</u> attached hereto.

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PATENT REEL: 032166 FRAME: 0112

- 2. <u>Supplement to Schedule 1 of Patent Security Agreement</u>. Schedule 1 of the Patent Security Agreement is hereby supplemented by the <u>Supplement to</u> <u>Schedule 1</u> attached hereto and incorporated herein by reference.
- 3. <u>Incorporation of the Patent Security Agreement</u>. The Patent Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 4. <u>Counterparts/Telecopy Signature</u>. 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.

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IN WITNESS WHEREOF, Grantor has caused this Supplemental Patent 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: Senbr VP and CPO

SUPPLEMENTAL PATENT SECURITY AGREEMENT

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ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

Name: Michael J. Sollivan Title: Duly Authorized Signatory

SUPPLEMENTAL PATENT SECURITY AGREEMENT

PATENT REEL: 032166 FRAME: 0115

SUPPLEMENT TO SCHEDULE 1

Patent Registrations, Applications and Licenses

MARK	REGISTRATION NUMBER/APPLICATION NUMBER	OWNER
UTILITY CHAIN CUTTER	14/026,961	Blount, Inc.
POLE SAW	29/466,401	Blount, Inc.
POLE-ATTACHED POWER TOOL SYSTEMS	14/020,721	Blount, Inc.

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PATENT REEL: 032166 FRAME: 0116

RECORDED: 02/05/2014