

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5033956

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|-----------------------------------|----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| TWIN DISC, INCORPORATED | | 06/29/2018 |
| RECEIVING PARTY DATA | | |
| Name: | BMO HARRIS BANK N.A. | |
| Street Address: | 777 N. WATER ST. | |
| City: | MILWAUKEE | |
| State/Country: | WISCONSIN | |
| Postal Code: | 53202 | |
| PROPERTY NUMBERS Total: 26 | | |
| Property Type | Number | |
| Patent Number: | 8453819 | |
| Patent Number: | 8678665 | |
| Application Number: | 61108348 | |
| Patent Number: | 8602193 | |
| Application Number: | 14694864 | |
| Application Number: | 62180473 | |
| Application Number: | 62280219 | |
| Application Number: | 61152061 | |
| Patent Number: | 8393926 | |
| Application Number: | 61983246 | |
| Patent Number: | 5651288 | |
| Patent Number: | 8187046 | |
| Patent Number: | 6443286 | |
| Patent Number: | 6666312 | |
| Application Number: | 61360704 | |
| Patent Number: | 7617026 | |
| Application Number: | 61791023 | |
| Patent Number: | 9096399 | |
| Patent Number: | 8696318 | |
| Application Number: | 14253587 | |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14219711 |
| Patent Number: | 9242710 |
| Application Number: | 15006913 |
| Application Number: | 14263545 |
| Patent Number: | 8795008 |
| Patent Number: | 8668533 |

CORRESPONDENCE DATA

Fax Number: (608)283-2275

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: 608-257-3501

Email: kateelin@michaelbest.com

Correspondent Name: KELLY TEELIN

Address Line 1: 1 S. PINCKNEY ST.

Address Line 2: STE. 700

Address Line 4: MADISON, WISCONSIN 53703

NAME OF SUBMITTER: KELLY TEELIN

SIGNATURE: /s/ Kelly Teelin

DATE SIGNED: 07/02/2018

Total Attachments: 40

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ASSIGNMENT OF AND AMENDMENT TO IP SECURITY AGREEMENT

THIS ASSIGNMENT OF AND AMENDMENT TO IP SECURITY AGREEMENT (the "*Assignment*"), is made on June 29, 2018, by and among BANK OF MONTREAL ("*Assignor*"), BMO HARRIS BANK N.A. ("*Assignee*"), and TWIN DISC, INCORPORATED, a Wisconsin corporation ("*Grantor*").

RECITALS:

A. Pursuant to the Credit Agreement, dated April 22, 2016, by and among Borrower, Assignor and the lenders party thereto (the "*2016 Credit Agreement*"), Grantor and Assignor entered into that certain Intellectual Property Security Agreement, dated as of April 22, 2016 (the "*IP Security Agreement*"), a copy of which is attached hereto as Exhibit A;

B. Contemporaneously herewith, Assignee will refinance the credit facilities extended by Assignor to Borrower under the 2016 Credit Agreement, and finance additional credit facilities, pursuant to that certain Credit Agreement, dated as of the date hereof, by and between Assignee and Borrower (the "*2018 Credit Agreement*");

C. Assignor now desires to assign its rights and obligations as Secured Party and Bank (as defined herein) under the IP Security Agreement to Assignee, and Assignee desires to accept such assignment; and

D. The parties hereto also desire to amend the IP Security Agreement on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and made a part hereof, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Assignment and Assumption.

(a) Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor's rights and obligations as Secured Party and Bank (as defined herein) under the IP Security Agreement. The assignment set forth in this Section 1(a) shall be without recourse to or representation or warranty (except as expressly provided in this Assignment, in the other documents executed in connection with this Assignment, or in the IP Security Agreement, as assigned and amended) by Assignor.

(b) Assignee shall become and be a party to the IP Security Agreement and succeed to all of the rights and be obligated to perform all of the obligations of Secured Party and Bank under the IP Security Agreement.

(c) In conjunction with the assignment hereunder, Assignor shall transfer and deliver to Assignee any and all Collateral, and/or evidence thereof, in Assignor's possession. Until such time as the Collateral in Assignor's possession is transferred to Assignee, Assignor shall hold such Collateral for the benefit of the Assignee.

2. Amendments. The IP Security Agreement is hereby amended as follows:

(a) Secured Party. The definition "*Secured Parties*" in the IP Security Agreement is hereby amended and restated to mean "BMO Harris Bank N.A., a national banking association."

(b) Administrative Agent. The definition of "*Administrative Agent*" in the IP Security Agreement is hereby deleted in its entirety and replaced with the term "*Bank*" (as defined herein). It is the intention of the parties hereto that, from and after the date hereof, all references in the IP Security Agreement to the Administrative Agent shall mean and be a reference to Bank.

(c) Credit Agreement. The definition of "*Credit Agreement*" in the IP Security Agreement is hereby amended and restated to mean "the Credit Agreement, dated as of June 29, 2018, by and between Bank and Grantor, as the same may hereafter be amended, restated, supplemented or otherwise modified."

(d) Security Agreement. The definition of "*Security Agreement*" in the IP Security Agreement is hereby amended and restated to mean "the Security Agreement, dated as of April 22, 2016, by and between Grantor and Bank, as assigned to and amended by that certain Assignment of and Amendment to IP Security Agreement, dated as of June 29, 2018, between Grantor, Bank and Bank of Montreal, as assignor."

3. No Termination. The parties hereto acknowledge and agree that notwithstanding any terms or conditions contained in the IP Security Agreement to the contrary, neither this Assignment, nor any other assignment, amendment or restatement of any other Loan Document (as defined in the 2016 Credit Agreement), shall trigger a termination of the IP Security Agreement.

4. No Novation. It is the intention of the parties hereto that this Assignment not constitute a novation of the obligations under the IP Security Agreement and that, from and after the date hereof, the IP Security Agreement shall be amended hereby and all references herein to "hereunder," "hereof," or words of like import and all references in any Loan Documents or any documents entered into in connection therewith to the "IP Security Agreement" or words of like import shall mean and be a reference to the IP Security Agreement as assigned and amended hereby as and as hereafter amended, supplemented, restated or renewed.

5. Ratification. As hereby assigned and amended, the IP Security Agreement and all representations and warranties provided therein are hereby ratified, approved and confirmed in all respects.

6. Conflict. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the IP Security Agreement, the terms and conditions of this Assignment shall control.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


8. Capitalized Terms. Capitalized terms used but not otherwise defined in this Assignment shall have the definitions given said terms in the IP Security Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF MONTREAL

By: 
Name: Jason Hoefler
Title: Managing Director

ASSIGNEE:

BMO HARRIS BANK N.A.

By: _____
Mark Czarnecki, Senior Vice President

GRANTOR:

TWIN DISC, INCORPORATED

By: _____
Jeffrey S. Knutson, Vice President –
Finance and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF MONTREAL

By: _____

Name: Jason Hoefler

Title: Managing Director

ASSIGNEE:

BMO HARRIS BANK N.A.

By:  _____

Mark Czarnecki, Senior Vice President

GRANTOR:

TWIN DISC, INCORPORATED

By: _____

Jeffrey S. Knutson, Vice President –
Finance and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF MONTREAL

By: _____
Name: Jason Hoefler
Title: Managing Director

ASSIGNEE:

BMO HARRIS BANK N.A.

By: _____
Mark Czarnecki, Senior Vice President

GRANTOR:

TWIN DISC, INCORPORATED

By: _____
Jeffrey S. Khutson, Vice President –
Finance and Chief Financial Officer

Exhibit A
Copy of IP Security Agreement

See attached.

063053-0489\23645587.2

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of April 22, 2016, is made by TWIN DISC, INCORPORATED, a Wisconsin corporation (the “*Grantor*”) in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (the “*Administrative Agent*”), as Administrative Agent for the secured parties under the Credit Agreement referred to below (the “*Secured Parties*”).

WHEREAS, Grantor has entered into a Credit Agreement, dated as of even date herewith (the “*Credit Agreement*”), with the Administrative Agent, the Lenders (the “*Lenders*”) from time to time parties thereto, and the guarantors (the “*Guarantors*”) from time to time parties thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Security Agreement, dated as of even date herewith, made by and between the Grantor and the Administrative Agent (the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*IP Collateral*”):

(a) the patents and patent applications set forth in the Perfection Certificate dated contemporaneously herewith from Grantor (the “*Perfection Certificate*”) and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in the Perfection Certificate, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in the Perfection Certificate, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

7. Notices. All written notices and other communications required hereunder shall be sent to addresses as set forth in the Credit Agreement.

[Signatures on Following Page]

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

TWIN DISC, INCORPORATED

By 

Name: Jeffrey S. Knutson

Title: Vice President -- Finance and Chief
Financial Officer

BANK OF MONTREAL,
as Administrative Agent

By _____

Name: Jason Hoefler

Title: Director


[Signature Page -- Intellectual Property Security Agreement]

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

TWIN DISC, INCORPORATED

By _____
Name: Jeffrey S. Knutson
Title: Vice President – Finance and Chief
Financial Officer

BANK OF MONTREAL,
as Administrative Agent

By  _____
Name: Jason Hoefler
Title: Director



[Signature Page – Intellectual Property Security Agreement]

SCHEDULE 4.01B

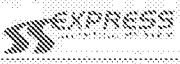

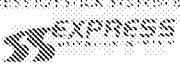

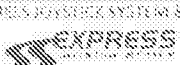
PATENT LICENSES

Applied Technology Agreement with Niigata Engineering Co. Ltd. regarding U.S. Patent No. 6443286.




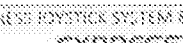
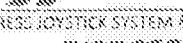

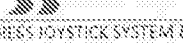
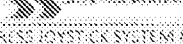
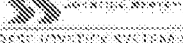

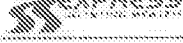

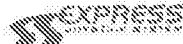
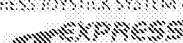

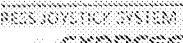
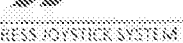
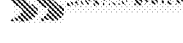
Twin Disc, Inc.
Quarterly Client Status Report/Trademarks
Third Quarter 2015

| MARK NAME | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
|--|-------|---------|------------|------------|------------|----------|------------|
| ARNESON | 7 | USA | 76494313 | 3/3/2003 | Registered | 2509602 | 12/14/2004 |
| ARNESON BY TWIN DISC DESIGN  | 7 | Belgium | 81557 | 7/12/1996 | Registered | 590104 | 5/1/1997 |
| BCS | 12 | Italy | 573713 | 11/27/1993 | Registered | 573713 | 8/19/1992 |
| BCS Logo  | 12 | Italy | 1231195 | 1/24/2007 | Registered | 1231195 | 11/26/2009 |
| Chinese Characters (新字號) NEW CHARACTERS | 7 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) NEW CHARACTERS | 9 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) NEW CHARACTERS | 12 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) NEW CHARACTERS | 35 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) NEW CHARACTERS | 36 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) NEW CHARACTERS | 37 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) NEW CHARACTERS | 42 | China | | 1/19/2015 | Published | | |
| Chinese Characters (新字號) OLD CHARACTERS | 7 | China | | 5/30/2014 | Pending | | |


Twin Disc, Inc.
Quarterly Client Status Report/Trademarks
Third Quarter 2015

| ITEM DESCRIPTION | CLASS | COUNTRY | IP/REG. NO. | FILED | STATUS | REG. NOS. | REG. DATE |
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| Chinese Characters (新迪) OLD CHARACTERS | 9 | China | 14587956 | 5/30/2014 | Registered | 14587956 | 7/14/2015 |
| Chinese Characters (新迪) OLD CHARACTERS | 12 | China | 14587957 | 5/30/2014 | Registered | 14587957 | 7/14/2015 |
| Chinese Characters (新迪) OLD CHARACTERS | 35 | China | 14587958 | 5/30/2014 | Registered | 14587958 | 7/14/2015 |
| Chinese Characters (新迪) OLD CHARACTERS | 36 | China | 14587959 | 5/30/2014 | Registered | 14587959 | 7/14/2015 |
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| Chinese Characters (新迪) OLD CHARACTERS | 42 | China | 14587961 | 5/30/2014 | Registered | 14587961 | 7/14/2015 |
| Chinese Characters (新迪) OLD CHARACTERS | 7, 9, 12, 35, 36, 37 & 43 | Hong Kong | 302876888 | 1/23/2014 | Registered | 302876888 | 1/23/2014 |
| EE | 9 | USA | 77767242 | 6/24/2009 | Registered | 77767242 | 10/23/2012 |
| EXPRESS JOYSTICK SYSTEM | 9 | USA | 77767248 | 6/24/2009 | Registered | 3857839 | 10/5/2010 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | USA | 77767275 | 6/24/2009 | Registered | 3854675 | 9/29/2010 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Brazil | 830401439 | 12/13/2009 | Registered | 830481419 | 3/13/2013 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Brazil | 80795 | 12/23/2009 | Registered | 80795 | 12/21/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Canada | 1483440 | 12/18/2009 | Registered | 840001 | 1/14/2013 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | China | 32907669 | 7/11/2013 | Pending | | |

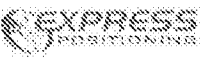





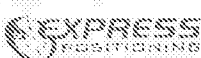

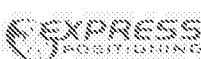
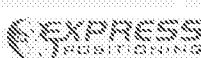
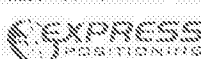
Twin Disc, Inc.
Quarterly Client Status Report/Trademarks
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| TRADEMARK | CLASS | OFFICE | REGISTRATION NO. | FILED | STATUS | REG. NO. | REG. DATE |
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| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Hong Kong | 001502775 | 12/18/2009 | Registered | 001502775 | 12/18/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | India | 1897990 | 12/17/2009 | Registered | 1897990 | 12/18/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Indonesia | 0002003042026 | 12/23/2009 | Pending | | |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Malaysia | 100922555 | 12/21/2009 | Pending | | |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | New Zealand | 817699 | 12/22/2009 | Registered | 817699 | 6/24/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Panama | 188832 | 3/31/2010 | Registered | 188832 | 3/31/2010 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Philippines | A2010000593 | 2/18/2010 | Registered | A2010000593 | 9/23/2010 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Taiwan R.O.C. | 98057730 | 12/23/2009 | Registered | 1441242 | 12/13/2010 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Thailand | 703029 | 12/21/2009 | Registered | Kor331785 | 12/21/2010 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | International Bureau (WIPO) | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Australia | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | European Union | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Georgia | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Korea | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Norway | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Russian Federation | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Singapore | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Switzerland | A0018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |





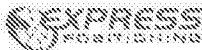



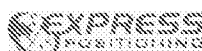


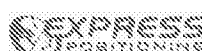

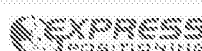
Twin Disc, Inc.
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| TRADEMARK | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
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| EXPRESS JOYSTICK SYSTEM & DESIGN  | 9 | Ukraine | 40018166 | 12/22/2009 | Registered | 1025533 | 12/22/2009 |
| EXPRESS POSITIONING | 9 | USA | 85857177 | 1/22/2013 | Registered | 4488550 | 1/18/2014 |
| EXPRESS POSITIONING | 9 | Brazil | 840618425 | 8/22/2013 | Published | | |
| EXPRESS POSITIONING | 9 | Brunei | 44327 | 8/22/2013 | Registered | 44327 | 8/28/2013 |
| EXPRESS POSITIONING | 9 | Canada | 1840426 | 8/22/2013 | Allowed | | |
| EXPRESS POSITIONING | 9 | Indonesia | 2013939463 | 8/22/2013 | Pending | | |
| EXPRESS POSITIONING | 9 | Malaysia | 2013058684 | 8/22/2013 | Pending | | |
| EXPRESS POSITIONING | 9 | Panama | 225640 | 8/22/2013 | Registered | 225640 | 8/22/2013 |
| EXPRESS POSITIONING | 9 | WIPO | 1176421 | 8/20/2013 | Registered | 1176421 | 8/20/2013 |
| EXPRESS POSITIONING | 9 | Australia | 1176421 | 8/20/2013 | Registered | 1176421 | 8/20/2013 |
| EXPRESS POSITIONING | 9 | China | 1176421 | 8/20/2013 | Pending | | |
| EXPRESS POSITIONING | 9 | Georgia | 1176421 | 8/20/2013 | Registered | 1176421 | 8/20/2013 |
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
Twin Disc, Inc.
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| TRADEMARK | CLASS | COUNTRY | REGISTRATION NO. | FILED | STATUS | REG. NO. | REG. DATE |
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| EXPRESS POSITIONING | 9 | Mexico | 1176421 | 8/20/2013 | Registered | 1176421 | 8/20/2013 |
| EXPRESS POSITIONING | 9 | New Zealand | 1176421 | 8/20/2013 | Pending | | |
| EXPRESS POSITIONING | 9 | Ukraine | 1176421 | 8/20/2013 | Registered | 1176421 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | USA | 45344873 | 3/22/2013 | Registered | 4469873 | 1/21/2014 |
| EXPRESS POSITIONING & DESIGN  | 9 | Brazil | 840618425 | 8/22/2013 | Published | | |
| EXPRESS POSITIONING & DESIGN  | 9 | Arunei | 44269 | 8/22/2013 | Registered | 44269 | 8/23/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Canada | 1640423 | 8/22/2013 | Allowed | | |
| EXPRESS POSITIONING & DESIGN  | 9 | Hong Kong | 302711538 | 8/21/2013 | Registered | 302711538 | 8/21/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Indonesia | 2013039482 | 8/22/2013 | Pending | | |
| EXPRESS POSITIONING & DESIGN  | 9 | Malaysia | 2013038885 | 8/22/2013 | Pending | | |
| EXPRESS POSITIONING & DESIGN  | 9 | Panama | 221642 | 8/21/2013 | Registered | 225642 | 8/23/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Taiwan & C.C. | 092046292 | 8/22/2013 | Registered | 1681577 | 12/16/2014 |
| EXPRESS POSITIONING & DESIGN  | 9 | Thailand | 905717 | 8/21/2013 | Pending | | |
| EXPRESS POSITIONING & DESIGN  | 9 | WIPO | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |













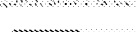
Twin Disc, Inc.
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| MARKS / IDS | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
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| EXPRESS POSITIONING & DESIGN  | 9 | Australia | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | China | 1175025 | 8/20/2013 | Registered | | |
| EXPRESS POSITIONING & DESIGN  | 9 | European Union | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Georgia | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | India | 1175025 | 8/20/2013 | Pending | | |
| EXPRESS POSITIONING & DESIGN  | 9 | Japan | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Korea | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Mexico | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | New Zealand | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Norway | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Philippines | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Russian Federation | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Singapore | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| EXPRESS POSITIONING & DESIGN  | 9 | Switzerland | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |






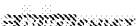
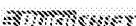


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| TRANSDISC | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
|--|--------------|-----------------------------|--------------|-----------|------------|-----------|------------|
| EXPRESS POSITIONING & DESIGN  | 8 | Ukraine | 1175025 | 8/20/2013 | Registered | 1175025 | 8/20/2013 |
| MASTER TRIM | 7 8 12 | USA | 77511431 | 6/30/2008 | Registered | 4,338,327 | 5/21/2013 |
| POWER COMMANDER BY TWIN DISC DESIGN POWER COMMANDER  | 8 | Senegal | 81338 | 7/12/1996 | Registered | 898105 | 5/1/1997 |
| QUICK SHIFT | 7 | USA | 85809731 | 4/19/2013 | Registered | 4,425,700 | 10/29/2013 |
| QUICK SHIFT | 7 | Australia | 985951 | 1/12/2004 | Registered | 985951 | 1/22/2004 |
| QUICK SHIFT | 7 | Brazil | 842184297 | 6/18/2012 | Published | | |
| QUICK SHIFT | 7 | Brunei | 35665 | 9/20/2003 | Registered | 35665 | 9/20/2003 |
| QUICK SHIFT | 7 | Canada | 1580837 | 6/6/2012 | Registered | 1MA861480 | 9/30/2013 |
| QUICK SHIFT | 7 | Hong Kong | 300075258 | 9/8/2003 | Registered | 300075258 | 3/21/2003 |
| QUICK SHIFT | 7 | India | 1213987 | 9/9/2003 | Registered | 1213987 | 9/9/2003 |
| QUICK SHIFT | 7 | Indonesia | 000200326046 | 3/19/2003 | Registered | 35665 | 10/28/2003 |
| QUICK SHIFT | 7 | Malaysia | 76499470 | 9/15/2003 | Registered | 3012393 | 3/21/2003 |
| QUICK SHIFT | 7 | New Zealand | 960161 | 6/7/2012 | Pending | | |
| QUICK SHIFT | 7 | Panama | 213390 | 6/12/2012 | Registered | 213390 | 6/12/2012 |
| QUICK SHIFT | 7 | Russian Federation | | 8/13/2015 | Pending | | |
| QUICK SHIFT | 7 | Singapore | 40656 | 9/10/2003 | Registered | 103144361 | 3/21/2003 |
| QUICK SHIFT | 7 | International Bureau (WIPO) | A0930184 | 6/6/2012 | Registered | 1127533 | 6/6/2012 |

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| TRADE MARK | CLASS | COUNTRY | REG. NO. | FILED | STATUS | REG. NO. | REG. DATE |
|---|-------|---------------------|-------------|-----------|------------|--------------|------------|
| QUICK SHIFT | 7 | Georgia | | 6/6/2012 | Registered | 1127533 | 6/6/2012 |
| QUICK SHIFT | 7 | Norway | | 6/6/2012 | Pending | | |
| QUICK SHIFT | 7 | Ukraine | | 6/6/2012 | Registered | 1127533 | 6/6/2012 |
| QUICK SHIFT | 7 | Vietnam | | 6/6/2012 | Pending | | |
| QUICK SHIFT & DESIGN  | 7 | USA | 85899772 | 4/19/2013 | Registered | 4443602 | 12/3/2013 |
| QUICK SHIFT & DESIGN  | 7 | Australia | 865943 | 1/22/2004 | Registered | 428943 | 4/22/2004 |
| QUICK SHIFT & DESIGN  | 7 | Belarus | 1040232 | 9/19/2003 | Registered | 742424 | 9/19/2003 |
| QUICK SHIFT & DESIGN  | 7 | Brazil | 840164300 | 6/18/2012 | Registered | 840164300 | 8/11/2015 |
| QUICK SHIFT & DESIGN  | 7 | Kuwait Jerusalem | 33664 | 9/20/2003 | Registered | 33664 | 9/20/2003 |
| QUICK SHIFT & DESIGN  | 7 | Canada | 1530912 | 6/5/2012 | Registered | 1MA861479 | 9/30/2013 |
| QUICK SHIFT & DESIGN  | 7 | European Union | 3349083 | 9/12/2003 | Registered | 3349164 | 9/20/2005 |
| QUICK SHIFT & DESIGN  | 7 | Hong Kong | 300075249 | 9/8/2003 | Registered | 300075249 | 9/9/2003 |
| QUICK SHIFT & DESIGN  | 7 | India | 1233139 | 9/9/2003 | Advertised | | |
| QUICK SHIFT & DESIGN  | 7 | Indonesia | 2.003268+13 | 9/19/2003 | Registered | 1D7000099565 | 10/28/2003 |
| QUICK SHIFT & DESIGN  | 7 | Japan | 2003080941 | 9/18/2003 | Registered | 4750597 | 7/27/2004 |
| QUICK SHIFT & DESIGN  | 7 | Malaysia | 912302 | 9/15/2003 | Registered | 202312592 | 3/21/2003 |
| QUICK SHIFT & DESIGN  | 7 | New Zealand | 960163 | 6/7/2012 | Registered | 960136 | 1/7/2012 |





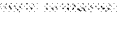







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| TRADEMARK | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
|---|--------|-----------------------------|------------|-----------|------------|-----------|------------|
| QUICK SHIFT & DESIGN  | 7 | Panama | 213331 | 6/12/2012 | Registered | 113391 | 6/12/2012 |
| QUICK SHIFT & DESIGN  | 7 | Russian Federation | 2015701300 | 2/7/2015 | Pending | | |
| QUICK SHIFT & DESIGN  | 7 | Singapore | A0659 | 6/10/2003 | Registered | 103144571 | 6/11/2003 |
| QUICK SHIFT & DESIGN  | 7 | International Bureau (WIPO) | A0030186 | 6/6/2012 | Registered | 1127430 | 6/6/2012 |
| QUICK SHIFT & DESIGN  | 7 | Georgia | A0030186 | 6/6/2012 | Registered | 1127430 | 6/6/2012 |
| QUICK SHIFT & DESIGN  | 7 | Norway | A0030186 | 6/6/2012 | Registered | 1127430 | 6/6/2012 |
| QUICK SHIFT & DESIGN  | 7 | Switzerland | A0030186 | 6/6/2012 | Registered | 1127430 | 6/6/2012 |
| QUICK SHIFT & DESIGN  | 7 | Ukraine | A0030186 | 6/6/2012 | Registered | 1127430 | 6/6/2012 |
| QUICK SHIFT & DESIGN  | 7 | Vietnam | A0030186 | 6/6/2012 | Pending | | |
| TWIN DISC | 7 9 | USA | 72311086 | 11/1/1968 | Registered | 876913 | 9/16/1969 |
| TWIN DISC | 7 9 | Argentina | 1292760 | 6/20/2000 | Registered | 1853943 | 11/30/2001 |
| TWIN DISC | 9 | Australia | | 10/3/1979 | Registered | 838560 | 10/3/1979 |
| TWIN DISC | 7 | Australia | | 10/3/1979 | Registered | 358559 | 10/3/1979 |
| TWIN DISC | 12 | Australia | | 1/21/1983 | Registered | 386479 | 1/21/1983 |
| TWIN DISC | 7 | Brazil | 790039427 | 2/14/1979 | Registered | 790039427 | 7/13/1982 |
| TWIN DISC | 9 | Brazil | 818172153 | 4/25/1991 | Registered | 818172153 | 6/23/1997 |
| TWIN DISC | 12 | Brazil | 200046519 | 2/14/1979 | Registered | 200046519 | 7/13/1982 |
| TWIN DISC | 9 | Brunei | | 3/19/1992 | Registered | 14200 | 3/19/2006 |
| TWIN DISC | 7 | Brunei | | 3/26/1992 | Registered | 14201 | 3/26/2006 |
| TWIN DISC | 12 | Brunei | | 3/26/1992 | Registered | 14202 | 3/26/2006 |














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|-----------|---------------------------------------|----------------|-------------|------------|------------|-------------|------------|
| TWIN DISC | 7 12 | Chile | 923110 | | Registered | 921105 | 12/13/2000 |
| TWIN DISC | 12 | China | | 5/3/1980 | Registered | 161684 | 6/30/2002 |
| TWIN DISC | 9 | China | | 3/3/1980 | Registered | 161683 | 6/30/2002 |
| TWIN DISC | 7 | China | | 3/3/1980 | Registered | 161681 | 6/30/2002 |
| TWIN DISC | 7 9 | India | 1462936 | 6/14/2006 | Registered | 1462936 | 6/14/2006 |
| TWIN DISC | 7 12 | India | 310240 | 11/21/1975 | Registered | 310240 | 11/21/1975 |
| TWIN DISC | 7 | Indonesia | 00013976 | 1/28/1979 | Registered | 854460 | 12/26/2000 |
| TWIN DISC | 9 | Indonesia | 00013977 | 1/28/1979 | Registered | 854459 | 12/23/2000 |
| TWIN DISC | 7 9 12 | Japan | 546021361 | 3/10/1971 | Registered | 1027772 | 8/20/1973 |
| TWIN DISC | 7 | Korea | 5.020015+12 | 2/9/1979 | Registered | 76328 | 4/30/1981 |
| TWIN DISC | 9 | Malaysia | 85001433 | 1/8/2004 | Registered | 800256 | 1/8/2004 |
| TWIN DISC | 12 | Malaysia | 85001089 | 3/12/1985 | Registered | 85001089 | 3/12/1985 |
| TWIN DISC | 7 | Malaysia | 85001090 | 3/12/1985 | Registered | 85001090 | 3/12/1985 |
| TWIN DISC | 7, 8, 9, 11, 12, 16, 20 & 21 | Mexico | 619762005 | 6/29/1979 | Registered | 244046 | 8/29/2004 |
| TWIN DISC | 7 9 | Philippines | 9746 | 12/17/1999 | Registered | 43999009746 | 4/16/2004 |
| TWIN DISC | 7 | South Africa | | 3/23/1979 | Registered | 8791600 | 3/23/2009 |
| TWIN DISC | 9 | South Africa | | 3/23/1979 | Registered | 8791601 | 3/23/2009 |
| TWIN DISC | 12 | South Africa | | 3/23/1979 | Registered | 8791602 | 3/23/2009 |
| TWIN DISC | 12 | Taiwan R.O.C. | | 11/20/2000 | Registered | 994706 | 4/15/2002 |
| TWIN DISC | 9 | Taiwan R.O.C. | 90035108 | | Registered | 1014884 | 9/16/2002 |
| TWIN DISC | 9 | Thailand | 107517 | 4/14/2003 | Registered | Kor93348 | 4/25/2003 |
| TWIN DISC | 12 | United Kingdom | 991856 | 5/10/1972 | Registered | 991856 | 5/10/2007 |












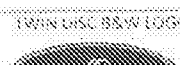

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| TRADEMARK | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
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| TWIN DISC | 7 | United Kingdom | 991854 | 5/10/1972 | Registered | 991854 | 5/10/2007 |
| TWIN DISC | 7 | Venezuela | 2008007549 | 1/1/1979 | Registered | F101363 | 1/18/1983 |
| TWIN DISC | 8 | Venezuela | 2008007548 | 1/1/1979 | Registered | F101304 | 1/18/1983 |
| TWIN DISC & CATCHES & DESIGN  | 7 12 | Canada | 158854 | 9/14/1932 | Registered | TMCA56620 | 5/1/2002 |
| TWIN DISC & DESIGN  | 12 | Argentina | 24979709 | | Registered | 1925285 | 5/6/2003 |
| TWIN DISC & DESIGN  | 7 | Argentina | 2487324 | | Registered | 1980343 | 1/1/2004 |
| TWIN DISC & DESIGN  | 7 | Brazil | 800231848 | 8/21/1980 | Registered | 800231848 | 5/10/1983 |
| TWIN DISC & DESIGN  | 7 | Brazil | 800231830 | 8/21/1980 | Registered | 800231830 | 5/12/1983 |
| TWIN DISC & DESIGN  | 7 12 | Brazil | 2984415 | 3/3/1959 | Registered | 2984415 | 5/20/1964 |
| TWIN DISC & DESIGN  | 7 8 12 | Chile | 923129 | 12/11/1979 | Registered | 918270 | 10/26/2010 |
| TWIN DISC & DESIGN  | 7 | Colombia | 92374408 | 9/18/2003 | Registered | 152340 | 1/31/1994 |
| TWIN DISC & DESIGN  | 7 9 12 | Eurozone Union | 572107 | 6/12/1997 | Registered | 572107 | 1/7/2000 |
| TWIN DISC & DESIGN  | 7 | Hong Kong | 199061142 | 8/17/1985 | Registered | 83142 | 8/19/1990 |
| TWIN DISC & DESIGN  | 12 | Hong Kong | 197980396 | 1/14/1977 | Registered | 80296 | 3/31/1979 |
| TWIN DISC & DESIGN  | 7 12 | India | 1461935 | 6/14/2006 | Registered | 1462935 | 6/14/2006 |









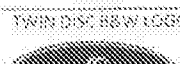

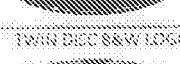
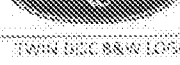

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| TWIN DISC & DESIGN  | 7 9 12 | Japan | 534004513 | 2/21/1959 | Registered | 708206 | 4/15/1969 |
| TWIN DISC & DESIGN  | 7 | Peru | 1854152 | 2/8/1993 | Registered | 4552 | 12/29/2003 |
| TWIN DISC & DESIGN  | 7 | South Africa | | 10/20/1969 | Registered | 8654335 | 10/20/1969 |
| TWIN DISC & DESIGN  | 12 | South Africa | | 10/20/1969 | Registered | 8654336 | 10/20/1969 |
| TWIN DISC & DESIGN  | 7 | Thailand | 664592 | 6/20/2007 | Registered | 75287490 | 6/20/2007 |
| TWIN DISC & DESIGN  | 7 | United Kingdom | 991857 | 5/10/1972 | Registered | 991857 | 4/22/1993 |
| TWIN DISC & DESIGN (RED LOGO)  | 9 | USA | 77177342 | 5/10/2007 | Registered | 3870797 | 11/2/2010 |
| TWIN DISC & DESIGN (RED LOGO)  | 7 12 | USA | 77980178 | 5/10/2007 | Registered | 3865913 | 10/19/2010 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | USA | 85477877 | 11/21/2011 | Registered | 4453130 | 12/24/2013 |
| TWIN DISC B&W LOGO  | 7 | Brazil | 840064357 | 3/22/2012 | Registered | 840064357 | 5/19/2015 |
| TWIN DISC B&W LOGO  | 9 | Brazil | 840064365 | 3/22/2012 | Registered | 840064365 | 5/19/2015 |
| TWIN DISC B&W LOGO  | 12 | Brazil | 840064373 | 3/22/2012 | Registered | 840064373 | 5/19/2015 |
| TWIN DISC B&W LOGO  | 35 | Brazil | 840064390 | 3/22/2012 | Registered | 840064390 | 5/19/2015 |





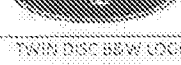
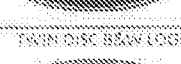



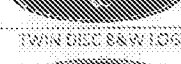




Twin Disc, Inc.
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| TRADE LIST | CLASS | COUNTRY | SEAL NO | FILED | STATUS | REG. NO | REG. DATE |
|---|---------------------------|-----------|-----------|------------|------------|-------------|------------|
| TWIN DISC B&W LOGO  | 37 | Brazil | 840064403 | 3/22/2012 | Registered | 840064403 | 5/19/2015 |
| TWIN DISC B&W LOGO  | 42 | Brazil | 840064411 | 3/22/2012 | Registered | 840064411 | 5/19/2015 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | Brunei | 42613 | 3/23/2012 | Registered | 42613 | 2/25/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | Canada | 1,565,600 | 2/23/2012 | Registered | TMAA 917577 | 10/19/2015 |
| TWIN DISC B&W LOGO  | 7 | China | 10197872 | 11/17/2011 | Registered | 10197872 | 3/14/2014 |
| TWIN DISC B&W LOGO  | 9 | China | 10197534 | 11/17/2011 | Pending | | |
| TWIN DISC B&W LOGO  | 12 | China | 10197533 | 11/17/2011 | Registered | 10197533 | 4/21/2014 |
| TWIN DISC B&W LOGO  | 35 | China | 10197532 | 11/17/2011 | Pending | | |
| TWIN DISC B&W LOGO  | 36 | China | 10197871 | 11/17/2011 | Registered | 10197871 | 1/21/2013 |
| TWIN DISC B&W LOGO  | 37 | China | 10197873 | 11/17/2011 | Registered | 10197873 | 1/21/2013 |
| TWIN DISC B&W LOGO  | 42 | China | 10197874 | 11/17/2011 | Registered | 10197874 | 1/21/2013 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | Hong Kong | 302153871 | 2/7/2012 | Registered | 302153871 | 2/7/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | India | 2418211 | 10/26/2012 | Pending | | |
















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| TRADEMARK | CLASS | EQU/INTL | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
|---|-------|-----------|------------|-----------|------------|------------|-----------|
| TWIN DISC B&W LOGO  | 7 | Indonesia | 9461 | 3/1/2012 | Pending | | |
| TWIN DISC B&W LOGO  | 9 | Indonesia | 9462 | 3/1/2012 | Pending | | |
| TWIN DISC B&W LOGO  | 33 | Indonesia | 9472 | 3/1/2012 | Pending | | |
| TWIN DISC B&W LOGO  | 35 | Indonesia | 9463 | 3/1/2012 | Pending | | |
| TWIN DISC B&W LOGO  | 37 | Indonesia | 9464 | 3/1/2012 | Pending | | |
| TWIN DISC B&W LOGO  | 42 | Indonesia | 9465 | 3/1/2012 | Pending | | |
| TWIN DISC B&W LOGO  | 7 | Malaysia | 2012002675 | 2/21/2012 | Registered | 2012002675 | 2/21/2012 |
| TWIN DISC B&W LOGO  | 9 | Malaysia | 2012002676 | 2/21/2012 | Registered | 2012002676 | 2/21/2012 |
| TWIN DISC B&W LOGO  | 33 | Malaysia | 2012002677 | 2/21/2012 | Registered | 2012002677 | 2/21/2012 |
| TWIN DISC B&W LOGO  | 35 | Malaysia | 2012002678 | 2/21/2012 | Registered | 2012002678 | 2/21/2012 |
| TWIN DISC B&W LOGO  | 37 | Malaysia | 2012002679 | 2/21/2012 | Registered | 2012002679 | 2/21/2012 |
| TWIN DISC B&W LOGO  | 42 | Malaysia | 2012002680 | 2/21/2012 | Registered | 2012002680 | 2/21/2012 |
| TWIN DISC B&W LOGO  | 7 | Mexico | 1247389 | 2/7/2012 | Registered | 1340961 | 2/7/2012 |






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| TRADEMARK | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
|---|---------------------------|-------------|---------------|-----------|------------|---------------|------------|
| TWIN DISC B&W LOGO  | 9 | Mexico | 1247390 | 1/7/2012 | Registered | 1301293 | 1/7/2012 |
| TWIN DISC B&W LOGO  | 12 | Mexico | 1247391 | 1/7/2012 | Registered | 1295456 | 1/7/2012 |
| TWIN DISC B&W LOGO  | 35 | Mexico | 1247392 | 1/7/2012 | Registered | 1387941 | 1/7/2012 |
| TWIN DISC B&W LOGO  | 37 | Mexico | 1247394 | 1/7/2012 | Registered | 1295726 | 1/7/2012 |
| TWIN DISC B&W LOGO  | 42 | Mexico | 1247396 | 1/7/2012 | Registered | 1296770 | 1/7/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | New Zealand | 856104 | 1/7/2012 | Registered | 856104 | 11/21/2011 |
| TWIN DISC B&W LOGO  | 7 | Panama | 210435 | 3/28/2012 | Registered | 210435 | 3/28/2012 |
| TWIN DISC B&W LOGO  | 9 | Panama | 210432 | 3/28/2012 | Registered | 210432 | 3/28/2012 |
| TWIN DISC B&W LOGO  | 12 | Panama | 210434 | 3/28/2012 | Registered | 210434 | 3/28/2012 |
| TWIN DISC B&W LOGO  | 35 | Panama | 210436 | 3/28/2012 | Registered | 210436 | 3/28/2012 |
| TWIN DISC B&W LOGO  | 37 | Panama | 210438 | 3/28/2012 | Registered | 210438 | 3/28/2012 |
| TWIN DISC B&W LOGO  | 42 | Panama | 210437 | 3/28/2012 | Registered | 210437 | 3/28/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | Philippines | 4-2012-001564 | 7/9/2012 | Registered | 4-2012-001564 | 8/5/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37-42 | Taiwan | 101008423 | 2/22/2012 | Allowed | | |

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| TRADE MARK | CLASS | COUNTRY | SERIAL NO. | FILED | STATUS | REG. NO. | REG. DATE |
|---|----------------------------|-----------------------|------------|-----------|------------|----------|-----------|
| TWIN DISC B&W LOGO  | 7 | Thailand | 837754 | 4/5/2012 | Registered | Bo61922 | 2/29/2012 |
| TWIN DISC B&W LOGO  | 9 | Thailand | 837755 | 4/5/2012 | Registered | Bo61923 | 2/29/2012 |
| TWIN DISC B&W LOGO  | 12 | Thailand | 837756 | 4/5/2012 | Registered | Bo61924 | 2/29/2012 |
| TWIN DISC B&W LOGO  | 35 | Thailand | 837757 | 4/5/2012 | Registered | Bo61925 | 2/29/2012 |
| TWIN DISC B&W LOGO  | 37 | Thailand | 837758 | 4/5/2012 | Registered | Bo61926 | 2/29/2012 |
| TWIN DISC B&W LOGO  | 42 | Thailand | 837759 | 4/5/2012 | Pending | Bo61927 | 2/29/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | WIPO | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Australia | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | European Union | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Georgia | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Japan | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Korea | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Norway | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Russian Federation | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Singapore | A0028540 | 2/22/2012 | Pending | | |

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| TRADEMARK | CLASS | COUNTRY | REG. NO. | FILED | STATUS | REG. NO. | REG. DATE |
|---|----------------------------|-------------------|------------|-----------|------------|----------|-----------|
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Switzerland | A0028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC B&W LOGO  | 7, 9, 12, 35, 37, 42 | Ukraine | A9028540 | 2/22/2012 | Registered | 1144765 | 2/22/2012 |
| TWIN DISC CLUTCH DESIGN  | 7 | Venezuela | 2005002455 | | Registered | 2455 | 5/2/2005 |
| TWIN DISC POWER TRANSMISSION EQUIPMENT (LOGO)  | 7 9 12 | European Union | 572636 | 6/12/1997 | Registered | 572636 | 1/7/2000 |
| WE PUT HORSEPOWER TO WORK  | 7 | USA | 77177447 | 9/10/2007 | Registered | 3733583 | 1/12/2010 |

| CONTRACT | PARTY 1 | PARTY 2 | DESCRIPTION |
|--|-------------------------------------|---|-------------------------------------|
| Asset Purchase Agreement | CPG Acquisition, LLC | C.P. Dougherty, Inc., James B. Clark, Bruce | Marketing and Trademark |
| Asset Purchase Agreement | Great Lakes Power Service Co. | Twin Disc Southeast, Inc. | Technology, Marketing and Trademark |
| Asset Purchase Agreement | Great Lakes Power Service Co. | Twin Disc Mill-Log Equipment Co. | Technology, Marketing and Trademark |
| Amended and Restated Am/Neptune International Distribution Agreement | Marine Office Cam, Inc., Ryan, Ltd. | Twin Disc | Marketing and Trademark |
| Service Provider Agreement | Marine Engine Center | Twin Disc | Marketing and Trademark |
| Amendment of License Agreement | Igniter Power Co., Ltd. | Twin Disc | Technology and Trademark |
| Amendment of License Agreement | Nigeria Converter Co. Ltd. | Twin Disc | Technology, Marketing and Trademark |
| Product License Agreement | Twin Disc | BEPTA Inc. | Trademark and Marketing |
| Purchase Agreement | Twin Disc | Coast Transmission Company, LLC | Trademark |
| Asset Purchase Agreement | Twin Disc | Dana Corporation | Trademark and Technology |
| License Agreement | Twin Disc | Kochard Research, Inc. | Technology and Trademark |
| Asset Purchase Agreement | Twin Disc Southeast, Inc. | Comau | Marketing and Trademark |
| Termination and Asset Purchase Agreement | Twin Disc Technology, S.R.L. | EnginTech Industries, LLC | Marketing and Trademark |
| Security Agreement | Wells Fargo, N.A. | Twin Disc | Technology, Marketing and Trademark |
| Trademark Security Agreement | Wells Fargo, N.A. | Twin Disc | Technology, Marketing and Trademark |
| Patent Security Agreement | Wells Fargo, N.A. | Twin Disc | Technology, Marketing and Trademark |
| Copyright Security Agreement | Wells Fargo, N.A. | Twin Disc | Technology, Marketing and Trademark |

| COMPANY | DESCRIPTION |
|--|------------------------|
| AAA MARINE | Service Dealer |
| AJA INTERNATIONAL SRL | Service Dealer |
| AL KHOKAYEF INDUSTRIES CO. | Service Dealer |
| AMERICAN SHIFTY CORP. | Service Dealer |
| ANLON TECHNOLOGY SOLUTIONS PVT LTD | Sales & Service Dealer |
| ANTILLES POWER DEPOT, INC. | Service Dealer |
| APPARATUS EQUIPMENT & SERVICE INC | Service Dealer |
| ARIES TECHNICAL SALES & SERVICE PVT LTD | Sales & Service Dealer |
| ATLANTIC MARINE SUPPLIES, INC. | Service Dealer |
| BASIL FEARN (93) LTD. | Service Dealer |
| BEIJING JSII TRADING COMPANY | Sales & Service Dealer |
| BILLINGS DIESEL & MARINE SERVICE | Service Dealer |
| BIN JABR GROUP LTD | Distributor |
| BUCKLAND EQUIPMENT | Service Dealer |
| C & W AIR REPAIR | Service Dealer |
| CENTRAL DE TRANSMISIONES MARINAS, S.L. | Distributor |
| COAST DIESEL | Service Dealer |
| COLEMAN MARINE DIESEL | Service Dealer |
| CORDOVA OUTBOARD, INC. | Service Dealer |
| CURRY MARINE | Service Dealer |
| DENNIS WELDING & MARINE, INC. | Service Dealer |
| DEPENDABLE MARINE | Service Dealer |
| DIESEL ANZOATEGUI S.A. | Service Dealer |
| DINTEC | Distributor |
| E I M EGYPTIAN INTERNATIONAL MOTORS CO. LTD. | Distributor |
| ECKEL'S DIESEL | Service Dealer |
| EKOBAHA | Distributor |
| ELTESAN Mobil Teknoloji Sistemleri San. Tic A.Ş. | Distributor |
| EMPRESAS MATCO S.A. DE C.V. | Service Dealer |
| ENCORE ENTERPRISES | Service Dealer |
| ENGINE REBUILDERS, INC. | Service Dealer |
| ENSURE SYSTEM TECHNOLOGY CO LTD | Sales & Service Dealer |
| ESCO AANDRIJVINGEN B.V. | Distributor |
| ESCO ANTRIEBSTECHNIK GMBH | Distributor |
| ESCO POWER NV/SA | Distributor |
| ESCO TRANSMISSIONS S.A. | Distributor |
| G & W DIESEL | Service Dealer |
| GENTRAC | Service Dealer |
| GREAT LAKES POWER PRODUCTS | Distributor |
| GREAT LAKES POWER SERVICE CO. | Distributor |
| GULF KINGDOMS TRADING COMPANY | Service Dealer |
| INDEPENDENT DIESEL SALES LTD. | Service Dealer |

| COMPANY | DESCRIPTION |
|--|------------------------|
| INDUSTRIAL ENGINE SERVICE | Service Dealer |
| INDUSUR S.A. | Distributor |
| INTERNAFTIKI A.E.B.E. | Distributor |
| INTERNAFTIKI A.E.B.E. | Distributor |
| INTERSEAL S.A. | Distributor |
| JEFRA MARKETING CORPORATION | Sales & Service Dealer |
| JTC INTERNATIONAL, S.A. | Distributor |
| K4 GENERAL TRADING & CONTRACTING COMPANY | Sales & Service Dealer |
| KEY WEST ENGINE SERVICE, INC. | Service Dealer |
| KLEIN MARINE DIESEL | Service Dealer |
| KNOEPFELI AG | Service Dealer |
| KODIAK DIESEL SERVICE, INC. | Service Dealer |
| KVARTET LTD | Service Dealer |
| L & M ENTERPRISES | Service Dealer |
| LEONARD BUGEJA | Distributor |
| LINK POWER INDUSTRY CO. LTD. | Sales & Service Dealer |
| M.C. TRADE S.A.C. | Distributor |
| MACHINE & DIESEL | Service Dealer |
| MACHINERY & ENERGY LIMITED | Service Dealer |
| MARCO INDUSTRIAL SPA | Distributor |
| MARINDUSTRIAL ONTARIO INC. | Distributor |
| MARINDUSTRIAL, INC. | Distributor |
| MARINDUSTRIEL | Distributor |
| MARINE & INDUSTRIAL TRANSMISSIONS LTD | Distributor |
| MARINE OFFICE DE RIO DE JANEIRO | Distributor |
| MARINE OFFICE SÃO PAULO | Distributor |
| MARINE PROPULSION SYSTEMS | Service Dealer |
| MARINE TECHNIQS LTD | Service Dealer |
| MARINE TECHNIQS LTD | Service Dealer |
| MARINE TECHNIQS LTD | Service Dealer |
| MAR-TECH MARINE SYSTEMS LTD. | Distributor |
| MEREX DIESEL POWER PARTES INTERNACIONALES, S.A. DE CV | Service Dealer |
| MILL LOG EQUIPMENT CO. INC. | Distributor |
| MILL LOG MARINE, INC. | Distributor |
| MILL LOG WILSON EQUIPMENT LTD | Distributor |
| MODI POWER TRANSMISSIONS CC. | Distributor |
| NORDHAYN MARINE SERVICE ApS | Service Dealer |
| NORTH ATLANTIC POWER PRODUCTS | Distributor |
| NORTH SHORE MARINE ENGINEERING | Service Dealer |
| OCEAN PACIFIC MARINE SUPPLY LTD. | Service Dealer |
| ONUK TASIT SANAYII LTD. | Distributor |

| COMPANY | DESCRIPTION |
|--|------------------------------|
| PACIFIC SURFACE DRIVES, INC. | Distributor |
| PALM TREE MARINE (PVT) LTD | Sales & Service Dealer |
| PALMER JOHNSON POWER SYSTEMS | Distributor |
| PARKER POLAND Sp Z OO | Service Dealer |
| PATTANAYON CHONBURI CO LTD | Sales & Service Dealer |
| PENINSULA DIESEL | Service Dealer |
| PETERSON POWER SYSTEMS | Service Dealer |
| PISTON & RUDDER SERVICE | Service Dealer |
| PRITCHARD DIESEL TECH THE ENGINE CENTER | Service Dealer |
| PROGRESS INGENIORFIRMA AS | Distributor |
| PROPULSION CONTROLS ENGINEERING | Service Dealer |
| PT. TIARADUTA INTERNUSA | Sales & Service Dealer |
| R & H MACHINERY, INC. | Service Dealer |
| RENDIMIEN TO NAUTICO PETROLEO INDUSTRIAL | Service Dealer |
| RESANSIL | Service Dealer |
| RETRAC | Service Dealer |
| RHODE ISLAND ENGINE COMPANY, INC. | Service Dealer |
| ROCKY MOUNTAIN POWERTRAIN | Service Dealer |
| ROLLA SP PROPELLERS SA | Distributor & Service Dealer |
| SAUNDERS YACHTWORKS | Service Dealer |
| SAY Serviço de Apoio a Yates, SA | Distributor |
| SCAM MARINE D.O.O. | Service Dealer |
| SEAPOWER MARINE CENTRE LTD. | Service Dealer |
| SEASIDE DIESEL REPAIR LLC | Service Dealer |
| SEWARD HEAVY INDUSTRIAL | Service Dealer |
| SEWART SUPPLY | Distributor |
| SHELBURNE DIESEL SUPPLIES & SERVICES, LTD. | Service Dealer |
| SHIN YANG TRADING SDN BHD | Sales & Service Dealer |
| SHING TAI JO INDUSTRY LTD | Sales & Service Dealer |
| SMOOTH MARINE EQUIPMENT LTD | Sales & Service Dealer |
| SOUTHEAST DIESEL & ELECTRIC | Service Dealer |
| SPB MARINE LLC | Service Dealer |
| STD & T ENGINEERING-SERVICES COMPANY LTD. | Sales & Service Dealer |
| SUPREME MARINE, LLC | Service Dealer |
| T.D.S. POWER UNITS LTD. | Distributor & Service Dealer |
| T.D.S. POWER UNITS LTD. | Distributor & Service Dealer |
| T.D.S. POWER UNITS LTD. | Distributor & Service Dealer |
| TOPAZ ENGINEERING | Distributor |
| TRANS-AUTO AB | Distributor |
| TRANS-AUTO MARIN | Distributor |
| TRANSMIDIESEL S.A.S. | Distributor |
| TRANSPORT EQUIPMENT INC. | Service Dealer |
| TRI-COUNTY DIESEL MARINE | Service Dealer |

| COMPANY | DESCRIPTION |
|--|-------------------------------------|
| TURBODISEL S.A. | Distributor |
| TWIN DISC (FAR EAST) PTE LIMITED – INDIA (SEZ) | Official Sales Representative |
| TWIN DISC (FAR EAST) PTE LTD | Subsidiary - Distributor |
| TWIN DISC (PACIFIC) PTY LTD | Subsidiary - Distributor |
| TWIN DISC INTERNATIONAL SA | Distributor, Sales & Service Dealer |
| TWIN DISC NICO CO. LTD. | Subsidiary - Distributor |
| TWIN DISC POWER TRANSMISSION (SHANGHAI) CO LTD | Official Sales Representative |
| TWIN DISC POWER TRANSMISSION PVT LTD | Official Sales Representative |
| TWIN DISC SRL | Subsidiary - Distributor |
| WESTERN INDUSTRIAL EQUIPMENT | Service Dealer |
| WESTPORT DIESEL SERVICE | Service Dealer |