### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5033956

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 REEL: 046469 FRAME: 0642

504987210

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**

source=23670987\_9. Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page1.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page2.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page3.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page4.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page5.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page6.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page7.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page8.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page9.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page10.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page11.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page12.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page13.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page14.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page15.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page16.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page17.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page18.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page19.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page20.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page21.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page22.tif

source=23670987 9. Assignment of and Amendment to IP Security Agreement#page23.tif source=23670987\_9. Assignment of and Amendment to IP Security Agreement#page24.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page25.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page26.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page27.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page28.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page29.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page30.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page31.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page32.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page33.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page34.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page35.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page36.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page37.tif source=23670987\_9.\_Assignment\_of\_and\_Amendment\_to\_IP\_Security\_Agreement#page38.tif source=23670987\_9. Assignment of and Amendment to IP Security Agreement#page39.tif source=23670987 9. Assignment of and Amendment to IP Security Agreement#page40.tif

## 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. <u>Amendments</u>. The IP Security Agreement is hereby amended as follows:
- (a) <u>Secured Party</u>. 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) <u>Administrative Agent</u>. 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) <u>Credit Agreement</u>. 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) <u>Security Agreement</u>. 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. <u>No Termination</u>. 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. <u>No Novation</u>. 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. <u>Ratification</u>. 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. <u>Conflict</u>. 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. <u>Counterparts</u>. 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. <u>Capitalized Terms</u>. 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]

3

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:
ASSIGNEE:
BMO HARRIS BANK N.A.
By:  Mark Czarnecki, Senior Vice President
GRANTOR:
TWIN DISC, INCORPORATED
By:

IN WITNESS WHEREOF, the parties I executed as of the date first above written.	hereto have caused this Assignment to be duly
	ASSIGNOR:
	BANK OF MONTREAL
	By:
	Name: Jason Hoefler Title: Managing Director
	ASSIGNEE;
	BMO HARRIS BANK N.A.
	By: Mark Czarnecki, Sanior Vice President
	GRANTOR:
	TWIN DISC, INCORPORATED
	By:  Jeffrey S. Knutson, Vice President –
	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
Ву:
Name: Jason Hoefler
Title: Managing Director
ASSIGNEE:
ASSIUNEE:
BMO HARRIS BANK N.A.
By: Mark Czarnecki, Senior Vice President
Mark Czarnecki, Semor 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;

1

- (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]

3

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

Name Jeffrey S. Knutson
Title: Vice President – Finance and Chief

Mancial 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

Ву \_\_\_ Name: Jeffrey S. Knutson

Title: Vice President - Finance and Chief

Financial Officer

BANK OF MONTREAL,

as Administrative Agent

Title: Director

[Signature Page - Intellectual Property Security Agreement]

			Se 5 (5 %) 5228			***************************************
			2000 x	3400000000		(C)
				30000000		30.683 (1.083)
				130 and 0 and		(Const.)
9.000.000		-	303.580.550.500.5	\$ 1000000		
			003330303	\$808000000		36050
			(A) (A) (A) (A) (A)	i Abandoned	SERONE NAME SURFACE DOWN	00000
	(00) (0) (1) (1)			19:00:00 19:00:00 19:00:00		# 15 A
			(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	introdense.		A. 1866
			100 277 386.8	\$981300		E SE
, , , , , , , , , , , , , , , , , , ,	235.65.6632		250 250 255	) Kowy Cubaci		3.5
300 KS600		#K.888.738		\$160.00 A		6. 8.
		378 3730 00183 18	100000843.0	\$16.80 mod	TWO STORY OF THE PROPERTY OF T	1,03866
	SOUR COUNTY		(0.00 (0.00 X 8.00 )	Elescera :		SWOON.
				\$530cc		800%
				0.800.800		X(0.0000000)
		46 (20 43)	098000	\$38683		NSC.
		\$ 6.000 mm		\$16,228.0		STATE OF STREET
			(080)228436	(3.8.6.)	Weening Arrangement for Nesey Day Marine Transmission	\$3335
		383 23393 43 13	0882381810	(Yestasi		<b>6</b> 0
			20200880	\$580.00		Casterna Servi
	\$ 100 CONTRACTOR   100		5.0000000000000000000000000000000000000	(A0613) 60		3000 X000
			3.00-5014 S130-8038	(A) 200 11 (C)		X0000
	3 (0) (20) (30)	1989/1980	7.2011.5333156	)(c)(c)(c)		) (M) (M) (M) (M) (M) (M) (M) (M) (M) (M
		,			800000000000000000000000000000000000000	 (3)
		***************************************	(0.000000000000000000000000000000000000	1878/00/20	Beauty Area enter the Ferre Tuy Nation Ferresco	(7000000000
			2018/2014 D28/00	1000000		(1000)
				1000000		(# ()
		2.000.3.80039.65	3303302003	1333.803		*C37800
			(1988) (1988)	38.880		7
				CONCOUNT	Exercise Control Contr	
		0.030.663		2000000	TROUBLE ATTENDED TO THE WEAR OF THE TROUBLE TO THE CONTROL OF	
			( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	1 40 20 000 000		HOW KONG
				1000000000		600
		\$		300000		(1) (2)
				200000		() () () () () ()
		<u> </u>		200000		Carcos
		÷	188 23 SUBJUSTINES	\$9600000		0000000 0000000
		***************************************	3867247839	3.670000		30 2 30
		(3.45.25.25.8)		302000		83
		Salar	) Winner	Status		KINDY OF SEAS
	,00000  -	2222	Replication Series			

X. Canada	27.00	C.e	Cis.	MONG KONG	NOTE:	38880	jenga:	SOMEON SOM	Own.	8000	\$65000000	000		Constant	60 60 60 60 60 60 60 60 60 60 60 60 60 6			Ä	S	ž	Z)	645	X0 88	Jaga	0.0000000	Cyce	***	3.0335.00			S	
						**************************************				INSTRUCTION OF THE PROPERTY OF	WASHES SCORES AND WASHEST				And Mechanical Consideration of the Constitution of the Constituti																	Control of the Contro
2000 2000 2000 2000 2000 2000 2000 200	: Sued	is wed	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	September 1	(Albertanes)	1303000000	(Parising	280817001000	7 (2) (2)	\$5000000000000000000000000000000000000	1,400,000,000	i Ness demo			) (V. U.S.)			 2	C Oiseo		Con	\$500000	1,63,808,000,00	174. COO	120800000	2612000	8000		 22.00 00.00		78 00 00 00 00 00 00 00 00 00 00 00 00 00	3800000
	587 697 3800	888.800		X (2.3.3.2009) /		\$2000 21 S ( 4 1 S ( )	21.55 CM: NO. 2012	(88-190) (200) 1 (144-80)	1760 (860)00 P41 (861 K	\$07,037,3,47-6	200000000000000000000000000000000000000	000000000000000000000000000000000000000				78.7.88.		P(7)585385(380)	200		34,7 00 2000 200	(3)(3)(3)(3)(3)	300.0003.0008080		57.60 003 CO888	X 173900080102	(C)		352434333	(C. 1982) 1982	2000000	2000000
	4 342 053								X 2010800243 CEX				(6.380 QX)		32 33 33 33 33	888388	***		3			***************************************			***************************************			0.0000000000000000000000000000000000000	3032336			***************************************
 9 9 9 9 9		04/23/2002		200000000000000000000000000000000000000			( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	108 01 601		03004 3030	0100.000.000	10%/04/2010	108.704.70000		300000000000000000000000000000000000000		reces			1000							10 10 10 10 10 10 10 10 10 10 10 10 10 1			(0) (0) (0)	30000	
****				\$		<u></u>	-			***	~~						***		30-02-2035		-	***************************************	-				,					***************************************
											***************************************									or corre								1800000	***************************************			***************************************
en marke										1 × × × × × × × × × × × × × × × × × × ×			-سائىيىنىسىيىيى				333				***************************************	\$00000000000000000000000000000000000000									***************************************	

Transport	**		Construction of the constr	Owner,			<b>9</b>		***				2000	Korea Corea	22	* (2000)	200	2000 2000 2000 2000 2000 2000 2000 200	¥
	Book salable Fower Tenentoscop Curch and a Martin Transmission				Moderate Power Transmission Court and a Pearse Transmission	Stratilistatic Process Constitution Clarent and a North Constitution			The second secon		K Comment of the Comm						HE STATE OF THE ST		West and the property of the second control of the second Marrier Franchisco
 E 3.	W.Y.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Apanovoed		***************************************		77 (V)		\$ 100 mm	Ceroina 1	\$20005 10005			Now Corod		TO SUB-	800		
100 100 100 100 100 100 100 100 100 100		33.348.3					200		27 (120)38333		300 (SEE 1800 (SEE 1800 )							527532483	
		2 2 388030 23	3					100000000000000000000000000000000000000				30.037.138		8300					3,459,500
*****									10012003			000000000000000000000000000000000000000							
	(2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.																		
10802802000	700000000000000000000000000000000000000			38,74,733			04/24/2002	2002		0.001.2003		State version		301/01/2001					

	***************************************	* C.C. 2	380000	0000	07 <b>0</b> 070000	999		220.000	8:332:30:3	ä	rs.		S	Œ,	ã	Œ.											C
2000000 000000000000000000000000000000		\$ 6000000 \$1000000 \$100000000	(S) 80 (S			Contract Contract Property	30 00 00 00 00 00 00 00 00 00 00 00 00 0					CONTROL TO SUBSTITUTE CONTROL		Programmathe Teat Control System for Marine Application													
	100000	100000000000000000000000000000000000000	18 8 8 8 S	10000000000000000000000000000000000000	280and0000		\$000000000	1960000	(0):-(0):000	Process	7. S.	\$350,000	(C) (C) (C)	208Wed	(Abarconed				Š.	**************************************	District.		( Supple	100		100 W	18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
23.00000000					1 No. 10 CO. 10		1100 ACC 500 5			47757587	80000		(6) 00 000	\$23 A A B B S	20003000										0.000		
1.000	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			15000000		44. 3.40 405		-	***************************************		Ø 100	(		38.78.86 38.78.86				200	ž		13.23.23	i i		33 33 30 30 30 30 30 30 30 30 30 30 30 3	3 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		
										1000 1000	33.88.2336		20020000	0.0000		3			Burn					******			
**************************************	·			***************************************		***************************************					105/27/20142	- 100 (100 (100 (100 (100 (100 (100 (100				******											
				Walk States	****		A	*						321/2000						100.030.001				1000000000		30000	03.08.20.2
														***************************************			63.08.2863	03/20/2003	100.08/2001			01/18/2003	2000	- 108/08/2002 - 108/08/2002		X	

0.0000000		(A) ( Of 103 A)		(8)58/4	2000000		2000 000 3111
300000		22000000002	*	0012303083	\$2000000 \$100000	Without Production Statem and Medical for a Marine Vehicle	2027302
1000000	\$	W. 100 KULK			198now G		Code
	300000000000000000000000000000000000000		(3 8 8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		(E)Sixed	SERVICE PRODUCTION SERVICE AND SECURITION OF SERVICE SERVICES.	C.S.
08.08.30		200000000000000000000000000000000000000		\$300 to \$039955	77		
	09/09/3012				1 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (		¥93.00
				280,580,054,339	ENERGING.	The state of the s	3
				1 (	2000000	You have two or this stand hower Device for a Marine Ventule	**************************************
					Rending	Tree Thio Presion One (World Power Course for a Warrie Verschi	W. S.
	(2.38/2032	0.60%(20%)	8038.803		Estad	The second of the control of the second the second of the	W.A.
***************************************				12.20.20.8	100000	Transperd Lexicology Control	833
3000000				1100:S0025.6	Parama		5000000
300.00		30% (2.7) CO. 3	,	704036	10000 m		New Seasons
100 00 00				2003:3833	\$1260.00000		(38)3335
				33 11 30 4 30 36 1 8	Perceso		82886
2000			***************************************	12002 5 30 500 55	\$950000		Augstalia
					Seeding		983
	œ.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		040008		S
	(XX) 3 (X) (X) (X)		(X.8%) (33)	70000	\$ 15 St. 15 C		Ş
2015							<i>S</i>
	in the second se						3.23
			***************************************				583
			S 2017 5030		280000		COURT WATER
			1 (A) (A)		N. S. S. S.		200.30
	·······	***********					0000000

## SCHEDULE 4.01B

### PATENT LICENSES

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

26477105\_1,DOCX

		USA .	76494313	1777203	Registered	1905601	1272472004
ARNESON  SERVESON BY TWIN DISC DESIGN  BENESON	7	Senena	31.837	7717/1996	Registered	.50104	5/1/1587
#C5	<b>X</b> &	i sik	\$79713	13.72.77.5383	neguces ex		8/19/1993
863.03g0 do do de \$\frac{1}{2}\$	12	Italy	1231195	1/24/2007	Registered	1231195	1786/2009
₹ 8CS		SN:3		1/10/2015	Published		
78.W.DEGACTERS							
Charle Charleters (報道所) Serw CHARACTERS	3	Chins		7.55.72035			
Chinese Characters (格袋袋) (BBV CHABACTERS	32	China		1/19/2015	Published		
Charase Characters (発過過) Sif by ChiAsaCTCRS	333	China		1/19/2018	Published		
Chinese Characters (1618-8) GEW CHARACTERS		e inc		1/19/2015	Published		
Channe (DASCHE) (EXUSE) NEW CHARACTERS		Chinas		1/19/2015	Published		
Chinese Characters (MEX.28) NEW CHAPACTERS		China		V:13/2015	Sublished		
Chinese Characters (MEDIN) OLD CHARACTERS		China		5/30/2014	Pending		

Page 1 Highlighted items Reflect Recent Activity and/or Re@dfwfs@Million@ite Statemed@adamark Report (2015) (2) XLS

**PATENT** 

			14587958	5/30/2014	Registered	34587956	7/14/2015
Chinese Characters (N:8038) OUD CHARACTERS	9	China	14307536	3) 30/2024		37237200	
· **	1888						
Chinese Characters (MCCSIX)	17	China	14587957	5/30/2014	Registered	14587957	7/14/2013
OLD CHARACTERS	11,000						}
**** **** **** **** **** **** **** **** ****							
						<u> </u>	
Chipese Characters (81208)	3.5	China	14587958	5/30/2014	Registered	14587958	7/14/2015
OLO CBARACTERE	a a a						
	36	Ehine	14587959	5/80/2014	Registered	14587959	7/14/2015
Charese Characters (% (\$18) OLG CHARACTERS	29	Canno.		27,307,2023			
Chinese Characters (Nucleus)		China	14587960	5/30/2014	Registered	14587960	7/14/2015
OLD CHARACTERS							-
99 888							
Chinese Charasters (Yoligan)	42	China	14587961	\$/80/2034	Registered	14587961	7/14/2015
OLO CHARACTERS							
							-
Chicese Characters (\$081)8)		Hong Kong	302876888	1/23/2014	Registered	302876888	1/23/2014
OLD CHIGACTERS	35, <b>36</b> , 37		332.07.000	2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2			1"
	& 43						1
					•		1
	ļ	USA	77767242	6/24/2009	Registered	77/767,242	10/23/201
EXPRESS JOYSTICK SYSTEM	2	USA	77767248	6/24/2009	Registered	3857899	10/5/2018
CYPRIOS ICHS HOS SYCTEM & DESIGN	9	USA	77267278	5/34/2009	Registered	3854575	9/28/2636
WEXPRESS							
TARREST PARTICIPATION & CHESCON	\$ <u>\$</u>	8000	830681819	12/25/2009	Registered	230481119	2/13/2013
WEXPRESS						į.	
TEXT PERSON STREET STREET A COLOUR	ļ	Brunei	40795	12/21/2009	Registered	4079.	12/21/200
WEXPRESS		000000000	\$		1		******
	ļ	Canada		1777	Bagistores	\$40601	1/14/2018
TANKET TOX DOCUMENT OF SOME	.9	Caneda	1.483440	112/18/2009	Registered	N. S. C. WAR.	A4.40V.8343.9
The second second						ļ	
STORES STORES STORES	9	China	32307869	7/11/2013	Pending		
www.CXPRESS		1			1		1

Page 2 Highlighted Items Reflect Recent Activity and/or Ragaba/दियोगिककारिकारिक देवारकार्वित ademark Report (2015) (2) XLS

			a retroops with	annonin			
er en							
EXPRESS TOYSTICK SYCTEM & DESIGN		Hong Kons	0.330.2775	12718/7009	kegistarad	301502775	12/18/2003
CARROS TOTOTO TOTAL A CESSON	ŷ	india	1897360	12/17/2009	Registered	1897960	12/18/2009
STATES STATES	*	ndonesia	0002003047028	12/23/2009	Pending		
EXPRESO POYTYCK SYCTEM & OFFICE		Maleysia	200927555	12/23/2009	renovy		
EXPRESS TOYSTICK SYSTEM & DESIGN	9	New Zealund	317699	12/22/2003	Registered	317099	6/24/2009
OPPOSICIONES DESIGNATES DESIGNATES DESIGNATES DE SIGNATES DE SIGNA	ş	Panama	288832	3/31/2010	Registered	188877	3/31/2010
EXPRESS FOYSTICK SYSTEM & DESIGN	3	Philippines	42010000593	1/18/2010	Segistered	42010000593	9/23/2010
EXPRESS TOYST OX SYSTEM A DESIGN	3	Televan N.O.C.	98/57/30	12/23/2009	Ragistered	1443.242	12/1/2010
CONTRACTOR STATES	9	Theiano	7.5.2.8	12/21/2009	liegistered	Kor331785	12/21/2010
EXPRES TO SELECT SYSTEM & DESIGN	2	international Bureau (WIPO)	A(X)18188	12/22/2009	Registered	1025543	12/22/200
CAPIES INVENCES YSTEM & DESIGN		Australia	ACC 18 166	12/22/2009	Segistered	1025533	12/22/200
PARKS TOYSTICK SYCTEM & GESTERN MEXPERSES		European Union	A0018156	12/22/2009	Registered	1025533	17/22/200
EXPRESS DOVS OCK SYSTEM & DESIGN	,	Scargia	AUG18166	12/22/2009	Registered	1025833	12/22/200
MEXECUTATION OF THE PROPERTY O	\$	Kores	40018166	12/22/2009	Legislaves	102553	12/22/200
CALLES	9	Nerway	A0018166	12/22/2009	Registered	1025533	12/22/200
EXPRESS JOYSTICK SYSTEM & DEDION	*	Austran Federation	N. 30.18.155	2.72.72.933	Segistered	1925333	12/22/200
OPPEES COSTICE LYSIEM & DESIGN	Š	Singopore	60018168	12/22/2009	Registered	1028833	12/22/200
EXPESS FOR SICK SECTION & DESIGN	\$	Switzerland	A0018166	(3/27/2009	Registered	1025533	12/22/200

Page 3 Highlighted Items Reflect Recent Activity and/or **Rehabble United intermitted दिवालक** विकास समाजा (2015) (2).XCS

SWEXPRESS	3	Ukroins	A0018166	12/22/2000	Registered	1025833	12/22/2009
EXPRESS POSITIONING	Š	VSA	85857177	//22/2013	Registered	4486550	2/18/2014
EXPRESS POSITIONING	\$	8: 8:8	E40618425	9/22/2013	Published		
EXPRESS PGSTPCHING		iirasei	44327	8/23/2013	Segistered	94327	8/29/2013
EXPRESS FOOTTOMING	*	(anada	1640/426	8/22/2013	Allowed		
\$XPRES\$ POSITIONING	ş	ndoces a	2013039463	8/22/2013	Pendeg		
EXPRESS POSITIONING	ÿ	Malaysia	ZO13058684	8/22/2013	Pending		
EXPRESS POSITIONING	9	Panama	225840	8/22/2013	Registered	225640	8/22/2013
**************************************	2000 200 2000 200 2000 200 2000 200 2000						
EXPRESS PONTIONING		WIPO	1176421	873072013	Registered	1176421	E/20/2013
EXPRESS ACCURIONING	3	Austrana	1176421	8/20/2013	Registered	1176421	8/20/2013
EXPRESS POSITIONING	ļ <u>\$</u>	Chine	1176421	8/20/2013	Pending		
				8/20/2013	Bankranad	1176421	8/20/2018
EXPRESS FOSTIONING	S	Georgia	1178421	10, 20, 2015	Registered	ALL ONE X	W 2-14 2-14 2-15
EXPRESS POSITIONING		unding.	1176421	8/26/2013	Pending		
EXPRESS POSITIONING		Japan	1176421	8/20/2013	Registered	1176423	8/20/2013
			<u> </u>		<u> </u>	<u> </u>	

Page 4 Highlighted Items Reflect Recent Activity and/or Red@Sedifilide/artismition de mond deademark Report (2015) (2).XLS

N.N.			1176471	872072033	legistered.	1176421	
EXPREST ROSITIONING	9	Mexico	2270422	0.00.00	regineer see		
EXPRESS SOLDADBING	3	New Zealand	1176421	8/20/2013	Pending		
EXPRESS FOR MORNING	3	Ukraine	1176421	8/26/2018	Registered	11176421	8/20/2013
ENPRESSING STROMING & DREIGN	ļ		85344873	5/29/2013	Registered	498.9873	1/21/2014
<i>(522855</i>							
// Jeogianovina							
EXERCISE CONTRODUCES & DESIGN	3	israsii	840618425	6/22/2013	Published		
€ \$XPRESS							
	ļ	Nicononii	44260	3/22/2013	Registered	164263	8/23/2013
EXPRESS POSITIONING & DESIGN	3	Brussei	N. S.		ine gasetees		\$5,000,000
(SYCHESS							
EXPRESS POSITIONERS & DESCRI	\$	Canada	1640425	3/22/2013	Allowed		
(\$XPRESS							
						<u> </u>	
exeres, equipmono a desisn	8	Hong Kung	802711538	8/21/2013	Registered	302711538	8/21/2013
(GXPRESS						***************************************	
EXPERSION NONEXCENSION	3	indonesis	2013039482	8/22/2513	Pending	<b>}</b>	
ACRES 444, 18111 A. 114 A. 114 A. 117							
<b>CAPRE55</b>							
EXPRESS POSITIONING & DESIGN	3	Maisysis	2013058888	8/22/2013	Pending		
CAPPESS							***************************************
		ļ	25.18.3	300000000	Bases ared	375685	8/23/2013
And the state of t		Pesama	22.384?	18/22/2613	Registered	225642	0/20/2020
<i><b>EXPRESS</b></i>							
EXPRESS POSITIONING & DESIGN		Talwan N.C.C.	U32046292	E/22/2018	Registered	1681377	12/16/203
CEXPRESS					-		
EZPRESS POSTEDNING & DELIGH	,	Thalland	\$883717	8/21/2013	Pending		
EXPRESS	Î						
EXPRESS POSTPONIPIC & DVSKIN		WIPO	1175025	8/20/2013	Registered	1175028	8/20/2013
(SEPPESS					***************************************		i i

Page 5 Highlighted Items Reflect Recent Activity and/or মইণ্ডানিভাইএমিনিভাইমিনিভাইমিনিভাইমিনিভাইমিনিভাইমিনিভা

PATENT

EXPRESS POSITIONING & DESIGN  EXPRESS  SAGATIONING	5	Australio	11175025	8/20/2013	Registered	1175025	8/20/2013
EXPLOSIONNO S DEPON	3	China	XXXXXXX	8/20/2013	Registered		
EXPRESS POSITIONING & DESIGN  OF CONTROL OF THE PROPERTY OF TH	8	European Union	1175025	1/20/2013	Registered	1179025	8/20/2013
EXPRESS POSITIONING & DESIGN	\$	Ceorgia	1178025	8/20/2013	Registered	1175025	8/20/2013
CARES - CARES POSTONIAS A DESCRI - CARES POSTONIAS A DESCRI	3	india	1175025	8/20/2013	Pending		
CACACACA	ğ	Jopan	N 750XE	8/20/2013	Regimeres	1373023	3/20/2013
EXPRESS CONSTRUCTION OF DESIGN	ÿ	Nove:	1175025	8/20/2013	Registered	1175025	8/20/2013
	3	Menco	1175028	8/20/2018	Registered	1175028	8/20/2013
EXPRESS POSITIONNESS & DESIGN	3	New Zealand	1175025	8/20/2013	Registered	\$17502S	8/28/2928
SAPPLESS POSITIONING & GESIGN	3	Norway	1175025	6/20/2013	Segioneres	1175025	8/20/2013
EXPIRESS POSITIONING & DESIGN	<u> </u>	Ebilippines	3175925	3/20/2013	Segistered	1175025	8/20/2013
CFXPRESS EDMESS FOSTOMMOS DESIGN	3	Russian		8/20/2018	Registered	1175025	8/20/2013
CSV2716555		Reservition			***************************************		
EXPLES POSITIONING & CESSER		Segment		8/20/2013	Resistered	375075	8/28/2013
OPES POSITIONIS A GENERAL <b>SEPTEMBE</b>		Sameriona	123025	1/20/2013	Registered	1.775025	5/20/2013

Page 6 Highlighted nems Reflect Recent Activity and/or R&&&&&&**Missionists &Massed** dademark Report (2015) (2) XIS

PATENT

EXPRESS POSITIONING & DESIGN		Ukraine	1175.23	8/20/2013	Registered	1175025	872072033
(\$XPRESS							
Keasyer ihm	) 9 12	USA	77817891	6/30/2008	Registered	4,338,327	\$723/2013
OWEN COME/ANDER BY TWEN DISC DESIGN JUDGE COSESS COER	Š	Scrittins	31338	7/12/1996	Registered	596105	5/1/1997
QUICN SHIFT	7	38.8	959(3973)	4/19/2013	Segutered	4,425,700	10/29/20)
QUICK SHIFT	7	Australia	985351	U7272004	Registered	985351	1/22/2004
GUICX SHIFT		Brooti	860164297	6/18/2012	Published		
OURIX SHIFT		Brunei	35663	9/20/2003	Registered	35665	9/20/2003
QUICK SPIFT	7	Canada	15800037	6/8/2012	Registered	TMA861480	9/30/201
OUICK SHIFT		Beng Kong	300975258	9/8/2003	Registered	300075358	3/21/200
QUICK SHIFT	,	indis	123398/	9/9/2003	Registered	1233987	9/9/2003
GENCA SHIFT	7	indonesia Malaysia	000200826045 76499470	9/19/2003 9/15/2003	Registered Registered	35665 3022893	10/28/20
ObsCx 2003.		Ness Zealand	960162	677/2012	Pending		4
ASSMET ENIET.		Panama	23.8390	6/13/3013	Registered	215590	6/12/201
OCICE ENIX 1		Aussian Fadaration		8/13/2015	Pending		
Cocxenia		Singapore	40856 -	8/\$0/2003	Registered	703144981	3/21/200
QUICK SHIFT	7	international (Bureau (WIPO)	A003018A	6/6/2012	Registered	1127533	6/6/2012

Page 7 Highlighted items Reflect Recent Activity and/or মইটুইডিউইটোনিউইউম্ফার্ডিক ইন্সাইডরাইবেলারণ Report (2015) (2) XLS

QUICK SHIFT	7			144401	Registered	1177733	57672012
QUEEK SHIP!	7	Worsway		6/6/2612	Pending		
QUICX SHIFT	7	Ukrome		6/6/2012	Registered	1127533	6/6/2012
QUICK SHIFT	7	Vietnom	+	8/6/2012	Pending		
QUICK SIGPT & DESIGN		USA	2530087777	V/19/2013	Registered	4443602	12/3/2013
Chica shear opposit	7	Australia		723,72383	Segmened	985843	1/22/2004
GOER SHEER DOSESH	7	Senelus	1080252	9/19/2003	**************************************	742424	3/13/2003
COURTSHIP A DESPOY	7	37638	840164300	6/18/2012	Registered	E401.64300	\$73.77.22.38
COUCK SHIPT & DESIGN	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	urunet Garutxatam	35668A	9/20/2008	Registered	33868	9/20/2003
<b>XXX</b> SHIFT		Canada	158383	5/5/2012	Registered	TMA861479	9/30/2013
GUICK SHIFT & DESIGN		drien:	\$3,550.	9/12/2003	Registered	3349164	9/20/2005
gershetz assat	7	Hang Foos	100075749	\$/8/2003	Hegistered	360075249	9/8/2003
Cancer Shift & CLESSEN	7	rozia		3/9/2003	Advertised		
CORCE SHOT A GESCO	7	iniciones is	7.503268+13	9/19/2003	Registered	IDN/00005956S	10/78/2003
Quick Shirt & SESIGN		3034	2003080341	9/3.8/2003	Registered	A75,05397	272772064
CORCE SHIFT IS DESIGN		N. staysia	2.533	7/15/2003	Registered	2003333553	3/21/2003
CONTRACTOR		New Zestand	980363	6/7/2012	Registered	963136	7772012

**PATENT** 

STORY NEW OFFICE OF		Maria de la compansión de	11111	* 6/32/2033	legulered		
GENERALITY STREET		Panami	£ 2.333 (C)				8/12/2012
ACIONET SONET		Ruskish Rederation	2015700000	7777933	Pending		
GUEE SHIETE DESPIS MONTHS SHIETE		Singapure	2005		Registered	0314457	77777888
COUNTY CHIEF & CHESCON		international Enteut (MEO)	A3130186		Kegistered	1327430	6/6/2012
OCHE SHEES OF SIGN		\$ 0.00 p. 1	A3030338	6/6/2012	Registered.		76/7017
GUEZ LEHT S. GESTEN		Nerwey	800:00:1 <b>%</b> 6	5/6/2012	Registered	1127430	\$ 5, 20 t 2
GUCK SHIT & DEGON		Switzerland	A00303288		Registered	11.7930	78/35:3
OLICK SHIPLE DESIGN		Ukroine.	A0030186	6,8/2013		1127836	6/8/2012
QUECK SHIELD DESIGN		Vietnam	ACC 30125	6/5/2012	Section		
SWIN OSC	7	USA	72311986	11/1/1968	Registered	876913	9/16/1969
TWIN CIEC		Argentina	2292760	10/3/1979	Registered Registered	1853943 1838560	11/30/2001
DWIN DISC		Austrelia Austrelia		10/3/1979	Registered	358589	10/3/1979
TWIN GISC	12	Austrelia		1/21/1985	Registered	386479	1/21/1983
TWIN DISC		Brazil	7900478427	2/14/1979	Stegistered	790033427	7/13/1982
DWIN DISC	9	Brazil	816172153	9/25/1991	Registered	816172153	6/23/1983
TWIN SIST	12	Brazil	200046519	2/14/1979	Registered	200086519	7/13/1982
DANK DOK	9	Brunei		3/19/1992	Registered	14200	3/19/2008
TWIN DISC	7	Brunei		2/26/1992	Registered	14201	2/26/2006
SAFA DEC	12	Brunes		2/28/1992	Aegistered	14762	2/26/2006

**PATENT** 

	TWIN DISC		- 12	Chile	923110		Registered	321165	12/19/2000
	TWIN DISC		12	Öhine		\$/3/1980	Registered	161684	l/30/2002
	(W/N DISC		9	China		3/8/1980	Registered	161683	8/30/2002
	TWIN DISC		7	Gina		3/3/1980	Registered	161681	8/30/2002
	TWO OS:			India	1462936	8/14/2006	Registered	1452936	6/14/2006
	YWINDESC	en legiment en	1,2	india	\$10240	11/21/1975	Hegistered	310240	11/21/1975
***************************************	YWHI DEC	***************************************	7	indonesia	00013378	2/28/1978	Registered	454460	12/20/2000
***************************************	TWILL DESC			indonesia	00013977	7/28/3979	Registered	454459	12/21/2000
	TWIN ELSC	::	; 5 £2	Japan	\$46021361	5/(0/1971	Registered	1027772	8/20/1973
*************	TWIS DISC		7	Korea	5.020018+12	8/9/1979	Registered	76328	4/30/1981
	Parita Dise	************	9	Malaysta	85001433	1/8/2004	Registered	900256	1/8/2004
e incomme	IVVIN DISC	ininininininininininininininininininin	12	Malaysis	85001.089	3/12/1985	Registered	85001089	3/12/1985
***************************************	TWIN DISC		<b></b>	Mulaysia	85001090	3/12/1985	Registered	85001090	3/12/1985
	TWIN DISC		7, 8, 9, 13, 12,36, 20 & 21	Mexico	619782605	\$/25/3.07%	Registeres	244946	8/29/2004
	TAMIN DISC		3	Philippines	9746	12/17/1999	Registered	61999009746	4/15/2004
	PWB4 DISC		<b></b>	South Africa		3/23/1979	Registered	8791600	8/29/2009
***************************************	TWIN DISC	>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	\$	South Africa		3/23/1979	Kegistered	8791601	3/23/2009
***************************************	TVVIN DISC		12	South Africa		3/23/1979	Registered	679 (602	3/23/2009
	TWIN THEE	::	1777	Folwan R.O.C.		13/20/2000	liegistered	994766	4/15/2002
	FWIN CISC	.,	\$	Calwan R.O C	\$0035108		Aegistered	1014884	9/16/2002
	TWIN DISC		7	Thatisms	107517	4/14/2009	Registered	Kor93348	4/25/2009
***************************************	PWW DEC		12	United Kingdom	891856	5/10/1972	Registered	991856	5/10/2007

Page 10 Highlighted Items Reflect Recent Activity and/or Rইউটার্ডাইটারাজনার্মারজনার ইংমাজনার বিবেদনার Report (2015) (2).XLS

FOUN GISC		United Kingdom	991854	5/10/1972	Registered	991854	\$/10/2007
TW:N DISC	<b></b>	Veneruela	2008007549	1/1/1979	Registered	F101303	1/18/1983
DM:N DISC	9	Venezuela	2008007548	171/1979	Registered	F101304	1/18/1983
WIN DISC & CUTTCHES & DESIGN	7	Consta	159854	9/14/1932	Registered	TMCAS6620	8/1/2602
rwill bisc							
TWIN DISC & DESIGN		Argentina	2409709		Rogistered	1325285	5/6/2003
TWINDISC						[380143	5/7/2004
	7	Argentina	2487324		Registered		
DANK DISC & DESIGN		Grazil	830231848	8/21/1986	Registered	800231848	5/10/1983
DAIN DISC & DESIGN	Ž.	B: SEE	300231830	8/21/1980	Registered	800231830	2/22/1983
Twin once a design	323		25844418	3/3/5959	iogiciered	2384435	720/1968
TWINDISC		Chie	923128	12/11/1979	Registered	218270	10/26/201
TWI () DISC	\$ 12	**************************************	383868	***************************************			
TWINDISC & DESIGN		Colombia	52372408	9/18/2003	Registered	1	1/31/199/
WWOLCKOISIGN		European Union	572107	6/12/1997	Angistered	572197	1/7/2000
28.18.18.18.18.18.18.18.18.18.18.18.18.18		rong ving	199001142	8/17/1983	kegisterec	53342	8/19/199
TWINDISC							
TWINDING & DECICED	12	Siong Fong	197980336	1/16/1977	Registered	\$6.99E	3/31/397
TWINDISC		indla	1462935	6/13/2006	Registerec	2462333	6/14/200

Fage 11 Highlighted Items Reflect Recent Activity and/or Rនិងុធិចទិនិយិវានៃទាន់ដែលនិងនេះមែនមិនរថយនេះ Report (2015) (2).XLS

						704366	1/15/1955
TWI∰ISC	3 33:	Japan	534004518	2/21/1959			NOTE OF THE PARTY
TAGIN DOX: & DESIGN		Peru	1854552	2/8/1993	i egisteren	4833	2,729,729,33
TWO COSC NO COSCAL		South Africa		10/20/1969	Neg stered	\$6\$493\$	10/20/1969
TWINDISC	12	South Airson		10/20/1969	Acquitered	E694036	10/20/1389
TWINDISC				3			20000
TWINDECK DESCRI	7	Theiland	8.63592	6/20/2007	iogistored	86287490	6/20/2007
1997 0 5 C X 0 5 C C D		united Kingdom	991887	5/10/197/	Registered	\$91887	3/22/1993
YANN DISC & DESIGN (RED U2GD)	3	<b>X</b>	717730	V/10/2007	Registered	3870797	11/2/2010
TWIN DISC & DESIGN (RED LOGO)	13	USA	77980178	V20/2007	Registered	3865913	10/19/2010
TAIN DISCHEW (OGD	7 S 12 35 37 42		85477577	11/21/2011	Segistered	X4531.30	12/24/201
TALIS DISCUSAN LOCO		Seass	847164357	3722,73922	Registeres	840064357	\$419,7815
79/11/10/50 88/W10/50	\$	Brazil	340084365	V/2//9997	Registered	840064385	5/19/2015
TWISTOCK WENT LOSG	3.3	New State of the Control of the Cont	840084373	\$/22/2012	Registered	845084373	5/18/2015
TVON DISC BRIVE LOGO	33	S/azii	840054396	3/22/2012	Registered	840064390	\$21972015
					<u> </u>		

Page 12 Highlighted Items Reflect Recent Activity and/or Raspands With Institute as Newsladdemark Report (2015) (2) XLS

EWIN DEC 88/0/10/50	37	Srazii	\$40064403	3/22/2012	Registered	840064483	5/18/2015
TWIN DISC 86 W LOIG C	42	Brazil	840064413	3/22/2012	Registered	840054411	5/19/2015
TWIN DISC BBW LOGO	7, %, 12, 38, 37, 42	Brunel	42613	(723,723)	Segisteres	42613	2/25/2012
TWIS DEC 88 V 1060	7/3, 12, 85, 37, 42	.ars33a	1,565, 600	7/23/2012	Registered	7544.917577	10/15/201
TWIN DEC 88/W LOGG	7	Chies	10397872	11/17/2011	Registeresi	10197872	3/14/2014
TVAN DISCHAVO LOGO	8	Chirs	10197594	11/17/2011	es rolles		
		Cossi	10197533	[1/17/2011	Registered	10197533	4/21/2014
TAVIN DISC BEW (OGD)	388	China	10197582	13/37/2003	Pending		
TWIN DISC BRW LOGO	***************************************	China	10197871	11/17/2011	Kegatarad	10197871	1/21/2011
TWIN DISC 8 & W LOSO		Chins	ig197873	11/17/2011	Hegistered	33197873	7/21/201
TWIN DISC \$8.W LOGG	42	Cinna .	10197874	11/17/2011	Registered	10197874	1721738
TOPIN DISC BEW LOGO	7 S, 12, 33, \$7 - 62	Nising Kong	302253871	2/7/2012	Keg sur ec	802153871	2/7/2012
11/30 DEC 88/01050	1 7 8 12 33 37 42	India	2418233	10/26/2012	Pending		

Page 13
Highlighted Items Reflect Recent Activity and/or Reflight@Reflighted Items Reflect Recent Activity and/or Reflight@Reflig

PATENT

TWIN DISC HAVE LOGO	•	lodonesia	3467	3/1/2012	Periodos		
TWINDECREVIORG	3	indonesis	94(2)	3/1/2012	Penoing		
TWO DISCHEW LOCO	33	indonelis	2472	3/1/2012	Pending		
TWIN OUT BANK LONG	35	nggresia	1/463	3/1/2012	Pending		
1 WHO DISC BE WILD GO		n-Jonesia	\$48.6	3/1/2012	Pending		
TAIN OSCIBARIOGO	42	indusessa	9468	3/1/2012	rending		
TWIN DISC 88 W LOGO		Malaysia	2012002575	2/21/2012	Registered	2012002675	2/23/2012
TWIN DISCRAW LOSO	S	Statovsta	2012002676	2/21/2012	Teystoned	2012602676	2/21/2012
1900 DISCHERW LOGO		Malaysia	2012002677	7/21/2012	Registered	2012002677	7/21/2012
TWIN DICCERW LOCO	333	Malaysia	201,233,24,78	2/21/2012	Registered	2012002678	2/21/2012
TWIN DEC 88W LDGO	***	Malaysia	2932002879	7/23/2932	Registered	10123.203	2/21/2012
TOTAL DEC 84/9 LOSO	***************************************	Massyss	2012002880	2/23/2032	Nagistered	2017/002680	7/21/2012
TWIN OISC BAW LOGO		Mestra	1747388	2/7/2012	Registered	1340961	2/7/2012
(V) (C)E(A)							

Page 14 Highlighted items Reflect Recent Activity and/or মইটুউটেড ইঞ্চিটিডাইটোটোটোটোটোটোটোটোটোটোটোটোটোটিটে Report (2015) (2) XLS

PATENT

TV/IN 0/5C 8&W LO30		Mexico	1247390	1772013			777.000
				## E			
19/11 DISC BAW 1.0-CO	12	Mexico	2.4.7.333	2/7/7013	tegistered	1295488	2/7/2012
TOURN DISCRESS LOGIC	38	V:600	1247383	277/2032	Registeres	1387941	2/7/2002
1919 DOC 18 W COO		Mexico	1287398	2/7/2012	iteg (tered	1395726	2/7/2032
TWIN DISC NAW 1050	#2	Mestes	1247396	2/7/2012	Registered	12361770	2/7/2012
TWIN DISC SEW LOCO	7, 3 12, 35, 37, 42	New Zealand	856104	27772013	100000000000000000000000000000000000000	35610A	11/21/2011
OVINIOSC BEAV LOGO		Panama	210435	3/28/2012	Registered	216435	3/28/20132
TWN DISCBAW LOGO	ŝ	Panama	210432	8/28/2012	Registered	210432	3/28/2012
19/1N 05C 86W 1056	22	Penama	230434	3/28/2012	lieghte ou	210434	3/28/2012
TWIN DISC BAW LOSG	3.5	Panama	23.0438	3/28/2012	Gegi-tered	73,0486	3/28/2012
TWIN GISC BALW LOGO	37	Panama	210488	5/28/2012	Registered	230833	728/2013
10/14 DEC 88 W 10/50		Panama	230:437	3/28/2012	Registered		77.8726.12
1W/H DISC 68 W LOGO	7, 9 12, 35, 37, 82	Enilseanes	4-2032-001568	7/9/2012	Feg to see	4.2012.001566	\$/5/3012
TWIN DEC 88/W 1050	2 3 32, 38, 32 82	Talwar	101008423	2/22/2012	Allowed		

Page 15. Highlighted Items Reflect Recent Activity and/or Rehibbels unhiberation ১৯৪০কার ইন্সকলেন্স Report (2015) (2) XLS

			rosen aguareae s				
1464 D6C 38 44 COCO	7	Theiland	837754	8/5/2012	Aegistered	86751922	2/29/2012
		***************************************			ļ	Bor61923	
TWIN DISC BAW LOGO	g	Thailand	837755	4/5/7012	Registered	100002025	2/29/2012
NVIN DISC BEW LOGO	12	vice	897756	4/5/2012	Registered	86/61924	2/29/2012
	1.4	Thewand	331130	W. 57 & 57 & 57 & 57 & 57 & 57 & 57 & 57			
WIN OSC BAN 1000	35	Thadand	837757	4/5/2012	Registered	B0161925	2/29/2012
	:						
TWIN DISCUSSIVEDS	37	Thadand	£37758	4/5/2012	Registered	Bor61926	2/29/2012
				· · · · · · · · · · · · · · · · · · ·			
TWIN DISC BEW (000)	43	Thailand	\$37759	4/5/2012	Pending	8c/61927	2/29/2011
TWIN DEC BEW LOSO	7, 9, 12, 35,	WIFO	80028540	2/22/2012	Registered	13.84765	2/22/2013
	37 42						
TWIN DISC BEW LOGO	7, 9, 12, 35,	Australių	A0028540	2/22/2012	Aegisteret	1144765	2/22/2012
	37 42						
TWIN DISC BAW LOGO	<b>5</b>	European Unian	A0028540	2/22/2012	Registered	1144755	2/22/2012
	\$7.42						
TWIN DEC BANK LOSO	7, 9, 12, 35,	Georgia	80028540	2/22/2012	Registered	1384755	2/22/2012
	37 42						
TWIN DISC BSW LOGO	7, S, 12, 35,	(open	&0008540	2/22/2012	Registered	1144765	2/22/2012
	37.42				<u></u>	ļ	
TWEN DISC BRIW LOGO	7, 5,	Korea	A0028540	2/22/2012	Registered	1144765	2/22/2012
TWIN DISC BRIVE LOGO	37.42		A0028540	2/22/2012	Registered	1104765	2/22/2012
	7, 9, 12, 35, 37, 42	Norway	macocanes:		negatereo		
TWIN DISC BRIVEDGO	7, 9,	Russian	A0028540	2/22/2012	Registered	1144765	2/22/2012
	12, 35. 37 42	Reducation					
TV9IN DISC B&W (OGO	7, 8,	Singapore	A0028540	2/22/2012	Pending	<u> </u>	
	12, 85, 37, 42			7			

Page 15 Highlighted Itams Reflect Recent Activity and/or Rabbiolis William Islandish Sandad Statemark Report (2015) (2).XLS

		Switzerland	120023540	2722/2012	Registered	1114715	27272022
TWIN DISC BRAN (CGO)	37.52						
TRANSPIRE SERVICES	7.3 32.38 37.42	, 1650m3	60028540	7/23/2612	Registered	1184768	272372033
TWIN DISC CLUTCH GRUGN		Venezuela	2005002455		Registered	2455	3/2/2008
TWIN DISC POWER TRANSMISSION EQUIPMENT (LOGG)	9	European Union	572836	6/12/1997	808:818181	573636	1,77/2000
WE PUT BORSEPOWER TO WORK	Ť		77177847	5/10/2007	Registered	\$735503	1/12/2010

PATENT

	**************************************	***************************************	180
	A SK Acoms and Class		2)@8000000 and
7. S.			
Asset Burghase Asset and a first			
		eccriric	
	None Office Continue Reportation		
Amendment of Coerse Agreement			Weehnesservand Endernass
		7000	Fracement and h
Toronase Xereeman	Tarin Dic		
			(Trademad) and fee
		Kookiem Yourings his	
		Charles Rower Service	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Twin Trise Southern The	Consum	(1) (2) (2) (3) (3) (3) (3) (4) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
Communication and Asset Purchase			
> 000000000000000000000000000000000000	Twin Disc Technodrive N.B.A.	Empire ech industrie. EEC	(Alexander) and Tracemark
X (2003) X (2003) (2003)			
11111	1000 Terror 12 12		The State of the S
			The strong was the second of t

COMPANY	DESCRIPTION
AAA MARINE	Service Dealer
AJA INTERNATIONAL SRL	Service Dealer
N.KHORAYEFINDUSTRIES CO.	Service Dealer
AMERICAN SHIFTY CORP.	Service Dealer
ANLON TECHNOLOGY SOLUTIONS PYT LTD	Sales & Service Dealer
ANTILLES POWER DEPOT, INC.	Service Dealer
APPARATUS EQUIPMENT & SERVICE INC	Service Dealer
ARTES TECHNICAL SALES & SERVICE PVT LTD	Sales & Service Dealer
ATLANTIC MARINE SUPPLIES, INC.	Service Dealer
BASIL FEARN (93) LTD.	Service Dealer
BEIJING JSH TRADING COMPANY	Sales & Service Dealer
BILLINGS DIESEL & MARINE SERVICE	Service Ocalor
BIN JABE GROUP LTD	Distributor
BUCKLAND EQUIPMENT	Service Dealer
C & W AIR REPAIR	Service Dealer
CENTRAL DE TRANSMISSIONES MARINAS, S.L.	Distributor
COAST DIESEL	Service Dealer
COLEMAN MARINE DIESEL	Service Dealer
CORDOVA OUTBOARD, INC.	Service Dealer
CURRY MARINE	Service Dealer
DENMIS WELDING & MARINE, INC.	Scrvice 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
FKORANA	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 COLTD	Sales & Service Dealer
ESCO AANDRIJVINGEN B.V.	Distributor
ESCO ANTRIEBSTECTINIK 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	
INDUSTRIAL ENGINE SERVICE	Service Dealer
INDUSUR S.A.	Distributor
INTERNAETIKI A.E.B.E.	Distributor
INTERNAFTIKI A.E.B.E.	Distributor
INTERSEAL S.A.	Distributor
JEFRA MARKETING CORPORATION	Sales & Service Dealer
ITC INTERNATIONAL, S.A.	Distributor
K4 GENERAL TRADING & CONTRACTING COMPANY	Sales & Service Dealer
KEY WEST ENGINE SERVICE, INC.	Service Dealer
KLEIN MARINE DIESEL	Service Dealer
KNOEPFLI 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. TRADES.A.C.	Distributor
MACHINE & DIESEL	Service Dealer
MACHINERY & ENERGY LIMITED	Service Dealer
MARCO INDUSTRIAL SPA	Distributor
MAKINDUSTRIAL ONTARIO INC.	Distributor
MARINUUSTRIAL, 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 TECHNICS LTD	Service Dealer
MARINE TECHNICS LTD	Service Dealer
MARINE TECHNICS 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
NORDHAVN MARINE SERVICE Ap\$	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 00	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
RENDIMIENTO 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 YACHT WORKS	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 SON BHO	Sales & Service Dealer
SHING TALJO INDUSTRY LTD	Sales & Service Dealer
SMOOTH MARINE EQUIPMENT LTD	Sales & Service Dealer
SOUTHEAST DIESEL & FLECTRIC	Service Dealer
SPR MARINE LLC	Service Dealer
STD & TENGINLERING-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
Annual Control of the	Service Dealer
TRI-COUNTY DIESEL MARINE	Poor spec reserves

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

RECORDED: 07/02/2018