PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7307983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THE L.S. STARRETT COMPANY	04/29/2022
TRU-STONE TECHNOLOGIES, INC.	04/29/2022
STARRETT KINEMETRIC ENGINEERING, INC.	04/29/2022
STARRETT BYTEWISE DEVELOPMENT, INC.	04/29/2022

RECEIVING PARTY DATA

Name:	HSBC BANK USA, NATIONAL ASSOCIATION
Street Address:	452 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	7017465
Patent Number:	7451678
Application Number:	60891610
Application Number:	11934926
Application Number:	61079300
Patent Number:	8826790
Application Number:	61311119
Application Number:	61325915
Application Number:	13091100
Patent Number:	9360435
Application Number:	61643615
Patent Number:	10408768
Patent Number:	10976646
Application Number:	15640642
Application Number:	62631939
Patent Number:	11105605
Application Number:	17460606
	<u> </u>

PATENT REEL: 059840 FRAME: 0214

507261062

Property Type	Number
Patent Number:	7679757

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	05/02/2022

Total Attachments: 23

source=5-2-2022 LS Starlett-PT#page1.tif

source=5-2-2022 LS Starlett-PT#page2.tif

source=5-2-2022 LS Starlett-PT#page3.tif

source=5-2-2022 LS Starlett-PT#page4.tif

source=5-2-2022 LS Starlett-PT#page5.tif

source=5-2-2022 LS Starlett-PT#page6.tif

source=5-2-2022 LS Starlett-PT#page7.tif

source=5-2-2022 LS Starlett-PT#page8.tif

source=5-2-2022 LS Starlett-PT#page9.tif

source=5-2-2022 LS Starlett-PT#page10.tif

source=5-2-2022 LS Starlett-PT#page11.tif

source=5-2-2022 LS Starlett-PT#page12.tif

source=5-2-2022 LS Starlett-PT#page13.tif

source=5-2-2022 LS Starlett-PT#page14.tif

source=5-2-2022 LS Starlett-PT#page15.tif

source=5-2-2022 LS Starlett-PT#page16.tif

source=5-2-2022 LS Starlett-PT#page17.tif

source=5-2-2022 LS Starlett-PT#page18.tif

source=5-2-2022 LS Starlett-PT#page19.tif

source=5-2-2022 LS Starlett-PT#page20.tif

source=5-2-2022 LS Starlett-PT#page21.tif

source=5-2-2022 LS Starlett-PT#page22.tif

source=5-2-2022 LS Starlett-PT#page23.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 29, 2022, is made by THE L.S. STARRETT COMPANY, a Massachusetts corporation ("L.S. Starrett"), TRU-STONE TECHNOLOGIES, INC., a Delaware corporation ("Tru-Stone"), STARRETT KINEMETRIC ENGINEERING, INC., a Delaware corporation ("Kinemetric") and STARRETT BYTEWISE DEVELOPMENT, INC., a Delaware corporation ("Bytewise" and together with L.S. Starrett, Tru-Stone and Kinemetric, collectively, the "Grantors", and each a "Grantor") in favor of HSBC BANK USA, NATIONAL ASSOCIATION ("Lender").

BACKGROUND

Pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Grantors and Lender, Lender has agreed to issue letters of credit and make loans to Grantors (collectively, the "Loans") pursuant to the Loan Agreement.

Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>Defined Terms</u>. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (as defined below), as applicable.
- (b) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

472780/215707 - 7590094.7

"Intellectual Property Security Agreement" means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country, any state or territory thereof; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"<u>Patent License</u>" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"<u>Trademark License</u>" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

- 2. <u>Grant of Security Interest in Intellectual Property Collateral</u>. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender a continuing first priority security interest in and lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):
- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
- (b) all of its Trademarks, including all goodwill of the business connected with the use of, and symbolized by each Trademark, and Trademark Licenses to which it is a party including those referred to on <u>Schedule II</u> hereto;

- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on <u>Schedule III</u> hereto;
 - (d) all reissues, continuations or extensions of the foregoing; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License.
- 3. Representations and Warrantees. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-IV, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing of an appropriate financing statement in the applicable filing office in the state of formation of Grantor and the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of an appropriate financing statement in the applicable filing office in the state of formation of each Grantor all action necessary or desirable to protect and perfect Lender's lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. <u>Covenants</u>. Each Grantor covenants and agrees with Lender as follows:

- (a) Each Grantor shall promptly notify Lender if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.
- (b) In the event any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, such Grantor shall (i) use commercially reasonable efforts to notify Lender in writing of such application and (ii) if requested to do so by Lender, execute and deliver a supplement hereto (in form and substance

satisfactory to Lender) to evidence Lender's lien on such Patent, Trademark or Copyright, and any other general intangibles (as defined in Article 9 of the Uniform Commercial Code), as applicable, of such Grantor relating thereto or represented thereby.

- (c) Each Grantor shall take all actions necessary or reasonably requested by Lender, but only to the extent allowable under applicable law, to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Each Grantor shall not be required to continue marketing a product with a Trademark solely for the purpose of obtaining or maintaining a registration therefor.
- (d) In the event that any of the Intellectual Property Collateral material to the operation of any Grantor's business is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Each Grantor shall take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property Collateral from infringement, misappropriation or dilution, including, without limitation, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly suing for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.
- (e) Notwithstanding the foregoing, no Grantor shall have any obligation to use or to maintain any Intellectual Property Collateral that has been discontinued, abandoned or terminated or which has been replaced with Intellectual Property Collateral substantially similar to the Intellectual Property Collateral that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property Collateral does not materially adversely affect the validity of such replacement Intellectual Property Collateral and so long as such replacement Intellectual Property Collateral is subject to the lien created by this Agreement.
- 5. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
- 6. <u>Notices</u>. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served

PATENT

REEL: 059840 FRAME: 0219

upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

7. <u>Termination of this Intellectual Property Security Agreement</u>. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the termination of the Loan Agreement.

[Remainder of Page Intentionally Left Blank]

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

THE L. S. STARRETT COMPANY, as a Grantor

Name: Douglas A. Starrett

Title: President and Chief Executive Officer

TRU-STONE TECHNOLOGIES, INC., as a Grantor

Name: Douglas A, Starrett

Title: President and Chief Executive Officer

STARRETT KINEMETRIC ENGINEERING, INC., as a Grantor

Name: Douglas A. Starrett

Title: President and Chief Executive Officer

STARRETT BYTEWISE DEVELOPMENT, INC., as a Grantor

Name: Douglas A. Starrett

Title: President and Chief Executive Officer

ACCEPTED and ACKNOWLEDGED as of the date first written above by:

HSBC BANK USA, NATIONAL ASSOCIATION

Name: Daniel J. McMullen

Title:

VP Asset Based Lending Underwriter

[Signature Page to Intellectual Property Security Agreement]

PATENT

REEL: 059840 FRAME: 0222

SCHEDULE I to INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS – The L.S. Starrett Company

Granted	CN	Granted	BR	Completed	WO	Abandoned	US	Completed	US	Granted	BR	Granted	US	Granted	US	Country Title	Status	Country
							Ľ										Case	Sub
25-Sep-2020	PCT		PCT		ORD	25-Sep-2020	ORD	25-Sep-2020	PRO	25-Sep-2020	PCT						Status Date	Case Type
	CN PCT 200980126519.1 07-Jan-2011 ZL200980126519.1 04-Sep-2013 09-Jul-2029		PI0910169-1		WO ORD PCT/US08/54963 26-Feb-2008		11/934,926		60/891,610		PI0807311-2		11346923		10207415		Number	Application
	07-Jan-2011		27-Dec-2010		26-Feb-2008		05-Nov-2007		26-Feb-2007		26-Aug-2009		03-Feb-2006		29-July-2002	Owner	Country	Filing Date
	ZL200980126519.1		PI0910169-1 24-Nov- 24-Nov-2030								PI0807311-2		7451678		7017465			Patent Number
	04-Sep-2013	2020	24-Nov-							2030	03-Mar-	2008	18-Nov-	2006	28-March-		Date	Issue
	09-Jul-2029		24-Nov-2030						26-Feb-2008		03-Mar-2020						Date	Expiration

			20-Apr-2011	PCT/US11/33333	ORD		& C
					25-Sep-2020		Abandoned
			20-Apr-2011	13/091,100	ORD	₽	US
					25-Sep-2020		Completed
20-Apr-2011	20-Apr-2011		20-Apr-2010	61/325,915	PRO		US
					25-Sep-2020		Abandoned
			20-Apr-2011	11772678.6	PCT		ΕP
					25-Sep-2020		Abandoned
			03-Dec-2012	201180027252.8	PCT		CN
							Arbor and Hole Saw Arbor System
					25-Sep-2020		Abandoned
			19-Oct-2012	BR1120120268147	PCT		BR
					25-Sep-2020		Abandoned
05-Mar-2011			05-Mar-2010	61/311,119	PRO		US
					25-Sep-2020		Completed
			09-Jսվ-2009	PCT/US09/50160	ORD		WO
					25-Sep-2020		Granted
2014 09-Jul-2029		8826790 09-Sep-	09-Jul-2009	12/500,551	ORD	1	US
					25-Sep-2020		Completed
09-Jul-2029			09-Jul-2008	61/079,300	PRO		US
Date	Date		Country Owner	Number	Status Date	Case	Status Country Title
Expiration	Issue	Patent Number	Filing Date	Application	Case Type	Sub	Country

BR Gra	BR Gra	A N	US Ab:	US Gra	US Gra	US Clo	US Cor	US Gra	ZA Ab;	င္ပါ	
BR Granted	BR Granted	WO Abandoned	US Abandoned	US Granted	US Granted	US Closed	US Completed	US Granted	ZA Abandoned	Completed	Country Status Country Title
				CON	H	P	P				Sub Case
ORD 25-Sep-2020	ORD 25-Sep-2020	ORD 25-Sep-2020	PRI 25-Sep-2020	CON 13-Apr-2021	ORD 25-Sep-2020	PRO 25-Sep-2020	PRO 25-Sep-2020	ORD 25-Sep-2020	PCT 25-Sep-2020	25-Sep-2020	Case Type Status Date
PI0313058-4	PI0313042-8	PCT/US18/40578	15/640,642	16/560,425	15/336,723		61/643,615	13/889,293	201208682		Application Number
07-Jul-2003	07-Jul-2003	02-Jul-2018	03-Jul-2017	04-Sep-2019	27-Oct-2016		07-May-2012	07-May-2013	19-Nov-2012		Filing Date Country Owner
PI0313058-4	PI0313042-8			10976646	10,408,768			9,360,435			Patent Number
14-Nov- 2017	03-Dec- 2019			13-Apr- 2021	10-Sep-2019			07-Jun-2016			Issue Date
14-Nov-2027	03-Dec-2029			27-Oct-2036	23-Nov-2036			01-Jul-2034			Expiration Date

Pending	IN	Country Status Country Title	II. PATENT	Completed	WO	Filed	US	Granted	US	Completed	US	Published	EP	Published	CN	Country Title	Status	Country
		Sub Case	Γ APPLICA														Case	Sub
25-Sep-2020	PCT	Case Type Status Date	TIONS– The I	22-Aug-2021	ORD	30-Aug-2021	CON	31-Aug-2021	ORD	25-Sep-2020	PRO	23-Dec-2020	PCT	06-Nov-2020	PCT		Status Date	Case Type
	202017040295	Application Number	PATENT APPLICATIONS—The L.S. Starrett Company		PCT/US19/18204		17/460,606		16/277,096		62/631,939		19753991.9		201980013891.5		Number	Application
	17-Sep-2020	Filing Date Country Owner	y		15-Feb-2019		30-Aug-2021		15-Feb-2019		18-Feb-2018		25-Aug-2020		17-Aug-2020	Owner	Country	Filing Date
		Patent Number							11,105,605									Patent Number
		Issue Date						2021	31-Aug-								Date	Issue
		Expiration Date							15-Feb-2039		18-Feb-2019						Date	Expiration

III. PATENT LICENSES- The L.S. Starrett Company

None

IV. PATENT REGISTRATIONS – Starrett Bytewise Development, Inc.

Country	Sub	Case Type	Application	Filing Date	Patent Number	Issue	Expiration
Status	Case	Status Date	Number	Country		Date	Date
Country Title				Owner			
US			10699522	October 31,	7679757	March 16,	
Completed				2003		2010	
	***************************************			***************************************			***************************************

V. PATENT LICENSES- Starrett Bytewise Development, Inc.

None

SCHEDULE II to INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS – The L.S. Starrett Company

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
ACCUBORE (stylized)	U.S.	Registered	75/778,003	18-Aug-1999	2,537,105	05-Feb-2002
AccuPlug	U.S.	Registered	85/946,431	30-May-2013	4,589,845	19-Aug-2014
ADVANZ	China	Registered	7067370	20-Nov-2008	7067370	07-Jul-2010
ALTISSIMO	U.S.	Registered	76/043,934	08-May-2000	2,563,046	23-Apr-2002
BEARCAT DESIGN	U.S.	Registered	86/576,274	25-Mar-2015	5,082,947	15-Nov-2016
BI-METAL UNIQUE	U.S.	Registered	85/219,563	18-Jan-2011	4,025,474	13-Sep-2011
CROBLOX, stylized	U.S.	Registered	71/632,809	19-Jul-1952	577,970	28-Jul-1953
DATASURE	U.S.	Registered	78/696,661	19-Aug-2005	3,173,593	21-Nov-2006
DUAL-CUT	Brazil	Registered	829338772	02-Oct-2007	829338772	13-Sep-2011
DUAL-CUT	U.S.	Registered	77/265,532	27-Aug-2007	3,592,219	17-Mar-2009
DURATEC	China	Registered	7067369	20-Nov-2008	7067369	07-Jul-2010
ENCAIXE UNIFICADO, Stylized	Brazil	Registered		28-May-2007	829118284	10-Nov-2009
EXACT	U.S.	Registered	78/342,107	17-Dec-2003	3,133,780	22-Aug-2006
GLOBAL SERIES, plus design	U.S.	Registered	78/385,268	16-Mar-2004	3,023,057	06-Dec-2005
INTENSS	China	Registered	7067368	20-Nov-2008	7067368	07-Jul-2010
KING-CUT	U.S.	Registered	76/070,156	15-Jun-2000	2,740,688	22-Jul-2003
LAST WORD, stylized	U.S.	Registered	71/115,920	17-Feb-1919	127,438	11-Nov-1919
M1	Brazil	Registered		27-Nov-1978	006999654	25-Sep-1989

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
MI, stylized	Brazil	Registered	911606769	09-Sep-2016	911606769	19-Jun-2018
MEDICAL LINE	Brazil	Registered			825079454	08-May-2007
MEDICAL LINE (logo)	Brazil	Registered			825079446	
MULTI EDGE PERFORMANCE, plus t	U.S.	Registered	78/385,220	16-Mar-2004	3,044,603	17-Jan-2006
OOPS	U.S.	Registered	77/219,290	29-Jun-2007	3,475,008	29-Jul-2008
Petition for Cancellation against MAST	U.S.	Registered		21-Jul-2008	3,099,360	30-May-2006
PROSITE	U.S.	Registered	78/144,819	17-Jul-2002	2,817,038	24-Feb-2004
PROSITE, plus design	U.S.	Registered	78/144,847	17-Jul-2002	2,817,039	24-Feb-2004
OUICKSHOT	Canada	Registered	793,516	27-Sep-1995	461974	23-Aug-1996
OUICKSHOT	Mexico	Registered	337246	24-Jun-1998	584,081	31-Jul-1998
OUICKSHOT	U.S.	Registered	74/733,846	25-Sep-1995	2,015,246	12-Nov-1996
REDSTRIPE	Brazil	Registered	4771/72	03-Apr-1972	06594.409	25-Sep-1977
REDSTRIPE	Mexico	Registered	82052	28-Feb-1990	378,959	28-Feb-1990
SAFE-FLEX	U.S.	Registered	72/209,894	12-Jan-1965	794,008	10-Aug-1965
SPLIT CHIP ADVANTAGE, stylized	U.S.	Registered	78/385,206	16-Mar-2004	2,980,996	02-Aug-2005
STARRETT	Israel	Merged	37352	13-Apr-1973	37352	13-Apr•1973
STARRETT	Israel	Merged	37352	13-Apr-1973	37353	13-Apr-1973
STARRETT	United Kingdom	Reassigned		07-Aug-1959	794,176	07-Aug-1959
STARRETT	Argentina	Registered	1983824	20-Jun-1995	2889948	21-May-1996
STARRETT	Argentina	Registered	1983825	20-Jun-1995	21 29907	21-May-1996
STARRETT	Argentina	Registered	1983826	20-Jun-1995	2889949	21-May-1996
STARRETT	Australia	Registered		27-Dec-1923	37830	27-Dec-1957

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	BILLE DATE	REG. NUMBER	REG. DATE
STARRETT	Australia	Registered		27-Dec-1923	37829	27-Dec-1951
STARRETT	Australia	Registered		02-Nov-1965	A.198335	02-Nov-1965
STARRETT	Austria	Registered	AM943/73	10-Apr-1973	75124	16-Aug-1973
STARRETT	Benelux	Registered	7512	13-Jul-1971	53985	04-Jan-1973
STARRETT	Benelux	Registered	597162	11-Apr-1973	317240	11-Apr-1973
STARRETT	Bolivia	Registered		27-Apr-1973	49977A	26-Sep-1993
STARRETT	Bolivia	Registered		27-Apr-1973	89384-A	26-Sep-1973
STARRETT	Bosnia and Herzegovina	Registered	BAZR96246		BAZR96246	07 Int., 08
STARRETT	Brazil	Registered		02-Dec-1918	3200248	30-Sep-1965
STARRETT	Brazil	Registered	15307/72	01-Sep-1972	6906591	10-Mar-1979
STARRETT	Brazil	Registered	814986838	31-Jul-1989	814986838	04-Jun-1991
STARRETT	Brazil	Registered	006180515	04-Jan-1973	006.180.515	10-Dec-1995
STARRETT	Brazil	Registered	1232/06202276	15-Jan-1973	006202276	25-Dec-1995
STARRETT	Brazil	Registered	002409763	28-Mar-1949	002409763	28-Mar-1999
STARRETT	Bulgaria	Registered	288	21-Apr-1973	8896	21-Apr-1973
STARRETT	Canada	Registered	175,664	16-May-1939	13293	16-May-1939
STARRETT	Chile	Registered	77894/13	10-Apr-1973	409024	09-Jul-1993
STARRETT	China	Registered		20-Jan-1998	1279599	28-May-1999
STARRETT	Colombia	Registered	138816	24-Apr-1973	83557	04-Nov-1974
STARRETT	Colombia	Registered	304992	28-Jun-1989	141538	02-Jun-1993
STARRETT	Colombia	Registered	304991	28-Jun-1989	141539	02-Jun-1993
STARRETT	Costa Rica	Registered	23506	10-Jan-1973	46114/23506	04-Jun-1973
STARRETT	Costa Rica	Registered	22416	04-Jun-1973	46114/22416	04-Jun-1973

	SOLVEDO.	OTATE AND				
INAUEMANA	COUNTRI	SIAIUS	ALL: NOMBEN	PILA DATE	NEG. NONBEN	NEG. DATE
STARRETT	Czech Republic	Registered		19-Apr-1973	162185	19-Apr-1973
STARRETT	Denmark	Registered	1839/1973	10-Apr-1973	3070/1976	10-Sep-1976
STARRETT	Dominican Republic	Registered		09-May-1973	21733	22-May-1973
STARRETT	Dominican Republic	Registered		09-May-1973	21734	22-May-1973
STARRETT	Ecuador	Registered	477	10-May-1973	2460	10-May-2013
STARRETT	El Salvador	Registered		24-May-1973	67	27-Nov-1973
STARRETT	Finland	Registered	2884/73	09-Apr-1973	70485	05-Oct-1979
STARRETT	France	Registered	203626	18-Apr-1990	1587075	18-Apr-1990
STARRETT	Germany	Registered	ST4461/9BWZ	03-Jul-1959	737,992	30-Jun-1960
STARRETT	Germany	Registered	T15617/7WZ	10-Apr-1973	939252	10-Apr-1973
STARRETT	Greece	Registered			50254	17-May-1975
STARRETT	Guatemala	Registered		25-Jul-1973	26940	10-Jan-1974
STARRETT	Guatemala	Registered		30-Jul-1973	26941	10-Jan-1974
STARRETT	Guatemala	Registered		23-Aug-1973	27,822	28-Mar-1974
STARRETT	Honduras	Registered		15-Jun-1973	20567	22-Oct-1973
STARRETT	Honduras	Registered	43084	13-Apr-1984	43084	13-Apr-1984
STARRETT	Honduras	Registered			43083	13-Apr-1984
STARRETT	India	Registered			125170	23-Sep-1958
STARRETT	India	Registered			125169	23-Sep-1958
STARRETT	India	Registered	287259	10-Apr-1973	287259	10-Apr-1973
STARRETT	Indonesia	Registered	D00.2010.005236	10-Feb-2010	IDM000507666	10-Feb-2010
STARRETT	Indonesia	Registered	D00.2010.005238	10-Feb-2010	IDM000507661	10-Feb-2010
STARRETT	Indonesia	Registered	D002008013727	17-Apr-2008	IDM000240108	03-Oct-2010

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Indonesia	Registered	D002008013728	17-Apr-2008	IDM000240786	15-Mar-2010
STARRETT	Iran	Registered	57294	30-Apr-1973	38957	30-Apr-1973
STARRETT	Ireland	Registered	1043/73	09-Apr-1973	84952	09-Apr-1973
STARRETT	Israel	Registered	37114	13-Apr-1973	37351	13-Apr-1973
STARRETT	Italy	Registered	33794C/73	24-Apr-1973	294687	24-Apr-1973
STARRETT	Japan	Registered	188740/73	03-Dec-1973	1,384,646	31-Jul-1979
STARRETT	Japan	Registered	2007-527869	21-May-1973	1,245,702	10-Jan-1977
STARRETT	Korea	Registered	13469/86	18-Jul-1986	0143875	05-Aug-1987
STARRETT	Korea	Registered	13470/86	18-Jul-1986	0144727	25-Aug-1987
STARRETT	Korea	Registered	13471/86	18-Jul-1986	144762	26-Aug-1987
STARRETT	Korea	Registered	13472186	18-Jul-1986	1 45434	20-Sep-1987
STARRETT	Kuwait	Registered	6714	08-Dec-1973	6131	08-Dec-1973
STARRETT	Lebanon	Registered	239234	21-Apr-1973	173349 (was 93564)	21-Apr-1973
STARRETT	Malaysia	Registered	M/62321	02-May-1973	M/B62321	02-May-1973
STARRETT	Malaysia	Registered	M/62323	02-May-1973	M/B62323	02-May-1973
STARRETT	Malaysia	Registered	M/62322	02-May-1973	M/B62322	02-May-1973
STARRETT	Mexico	Registered		18-Feb-1964	47192	18-Feb-1964
STARRETT	Mexico	Registered		29-Jan-1964	23114	29-Jan-1964
STARRETT	Mexico	Registered	164097	25-Mar-1993	1010835	01-Nov-2007
STARRETT	New Zealand	Registered	1 03980	26-Apr-1973	103,980	26-Apr-1973
STARRETT	New Zealand	Registered	103981	26-Apr-1973	103981	26-Apr-1973
STARRETT	New Zealand	Registered	103982	26-Apr-1973	103982	26-Apr-1973
STARRETT	Norway	Registered	114702	09-Apr-1973	92301	12-Dec-1974
STARRETT	Paraguay	Registered	235435		235435	27-Mar-2001

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Paraguay	Registered			235436	27-Mar-2001
STARRETT	Paraguay	Registered			472382	19-Aug-1998
STARRETT	Peru	Registered	139887	27-Apr-1973	20202	08-Aug-1973
STARRETT	Peru	Registered	139884	27-Apr-1973	20203	08-Aug-1973
STARRETT	Peru	Registered	9886	27-Apr-1973	20204	08-Aug-1973
STARRETT	Philippines	Registered	29	03-Jan-1948	000452	03-Jan-1948
STARRETT	Philippines	Registered	0.6	03-Jan-1948	000451	03-Jan-1948
STARRETT	Poland	Registered	Z-72059	28-May-1973	52142	28-May-1973
STARRETT	Portugal	Registered			292,836	04-Nov-1994
STARRETT	Puerto Rico	Registered		26-May-1984	7023	26-May-1984
STARRETT	Puerto Rico	Registered			5934	26-Mar-1972
STARRETT	Puerto Rico	Registered		14-Jun-1973	5935	03-Sep-1972
STARRETT	Qatar	Registered	50072	30-Mar-2008	50072	22-Feb-2009
STARRETT	Qatar	Registered	50073	30-Mar-2008	50073	22-Feb-2009
STARRETT	Romania	Registered		26-Jun-1973	8099	26-Jun-1973
STARRETT	Russian Federation	Registered	65090	23-Apr-1973	48089	23-Apr-1973
STARRETT	Singapore	Registered	S/57691	27-Apr-1973	T73/57691H	27-Jul-1973
STARRETT	Singapore	Registered	S/57690	27-Apr-1973	T73/57690Z	27-Apr-1973
STARRETT	Singapore	Registered	S/57689	27-Apr-1973	T73/57689F	27-Apr-1973
STARRETT	South Africa	Registered	73/1789	10-Apr-1973	73/1789	10-Apr-1973
STARRETT	South Africa	Registered	73/1791	10-Apr-1973	73/1791	10-Apr-1973
STARRETT	South Africa	Registered	73/1790	10-Apr-1973	73/1790	10-Apr-1973
STARRETT	Spain	Registered	710832	17-Apr-1973	710832	17-Jan-1977
STARRETT	Spain	Registered	710833	17-Apr-1973	710833	08-Oct-1974

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Spain	Registered		02-Feb-1924	53,189	30-Aug-1944
STARRETT	Sweden	Registered		29-Nov-1923	28,302	18-Mar-1924
STARRETT	Sweden	Registered		29-Nov-1923	28,303	18-Mar-1924
STARRETT	Switzerland	Registered	2010	10-Apr-1973	404399	10-Feb-1993
STARRETT	Taiwan	Registered			66318	01-Jan-1994
STARRETT	Taiwan	Registered			67673	01-Nov-1993
STARRETT	Thailand	Registered	244394		19216	30-Apr-1993
STARRETT	Thailand	Registered	363832		Kor93756	30-Jun-1998
STARRETT	Thailand	Registered	244393	11-May-1973	3534	11-May-1992
STARRETT	Turkey	Registered	36292/73	08-May-1973	76908	08-May-1973
STARRETT	United Arab Emirates	Registered	97898	25-Jul-2007	1 09287	08-Nov-2010
STARRETT	United Arab Emirates	Registered	97899	25-Jul-2007	129969	26-Jan-2011
STARRETT	United Arab Emirates	Registered	97900	25-Jul-2007	148501	14-Jul-2011
STARRETT	United Kingdom	Registered	443055	27-Nov-1923	443055	27-Nov-1951
STARRETT	United Kingdom	Registered		02-May-1960	805,217	02-May-1960
STARRETT	United Kingdom	Registered	1549788	06-Oct-1993	1549788	06-Oct-1993
STARRETT	U.S.	Registered	72/171,280	18-Jun-1963	770,222	26-May-1964
STARRETT	U.S.	Registered	72/171,281	18-Jun-1963	770,195	26-May-1964
STARRETT	U.S.	Registered	71/056,841	05-Jun-1911	85,923	26-Mar-1912
STARRETT	U.S.	Registered	71/059,640	10-Nov-1911	88,215	03-Sep-1912

TRADEMARK	COUNTRY	STATUS	APP. NUMBER	FILE DATE	REG. NUMBER	REG. DATE
STARRETT	Uruguay	Registered	141466	19-Jul-1973	361607	07-Mar-1975
STARRETT	Uruguay	Registered	141466	19-Jul-1993	286090	31-Mar-1997
STARRETT	Venezuela	Registered	3530	30-Apr-1973	77002-F	16-Oct-1974
STARRETT	Venezuela	Registered		19-Nov-1974	77305-F	19-Nov-1974
STARRETT	Zimbabwe	Registered	316/73	24-Apr-1973	316/73	24-Apr-1973
STARRETT (IN CHINESE)	China	Registered		20-Jan-1998	1279588	28-May-1999
STARRETT (IN CHINESE)	China	Registered		05-Nov-1997	1274589	14-May-1999
STARRETT (IN CHINESE)	China	Registered		05-Nov-1997	1266295	21-Apr-1999
STARRETT MI, stylized	China	Registered	2000062892	11-May-2000	1572153	21-May-2001
STARRETT MI, stylized	U.S.	Registered	73/046,091	07-Mar-1975	1,026,026	02-Dec-1975
STARRETT REDSTRIPE, plus design	U.S.	Registered	71/699,985	14-Dec-1955	628,648	12-Jun-1956
STARRETT TOOLS, plus design	U.S.	Registered	73/452,408	14-Nov-1983	1,320,622	19-Feb-1985
STARRETT, STYLIZED	United Arab Emirates	Registered		26-Feb-2002	46369	27-Nov-2002
STARRETT, stylized form	China	Registered		15-Jan-1994	790503	14-Nov-1995
STARRETT, stylized form	China	Registered		15-Jan-1994	806638	14-Jan-1996
TOUGH-TIP	Canada	Registered	547,661	16-Aug-1985	324,828	13-Mar-1987
UNIFIED SHANK	U.S.	Registered	78/384,461	15-Mar-2004	3,033,027	20-Dec-2005
UNIFIED SHANK, Stylized	Brazil	Registered		28-May-2007	829118276	10-Nov-2009
UNIQUE 81-METAL	Brazil	Allowed	825238447	17-Feb-2003		
VERSATIX	China	Registered	7067371	20-Nov-2008	7067371	07-Jul-2010
WEBBER	U.S.	Registered	72/153,698	21-Sep-1962	755,455	27-Aug-1963

II. TRADEMARK APPLICATIONS—The L.S. Starrett Company

STARRETT	81-METAL UNIQUE	TRADEMARK
U.S.	Brazil	COUNTRY
Pending	Pending	STATUS
97/237,251	910978417	APP. NUMBER
25-Jan-2022	05-Mar-2016	FILE DATE
		REG. NUMBER
		REG. DATE

III. TRADEMARK LICENSES—The L.S. Starrett Company

None

IV. TRADEMARK REGISTRATIONS – Tru-Stone Technologies, Inc.

	П	
Tru-Stone	Tru-Stone	TRADEMARK
U.S.	U.S.	COUNTRY
Registered	Registered	STATUS
n/a	n/a	APP. NUMBER
19-Feb-1999	19-Feb-1999	FILE DATE
2370430	2324089	REG. NUMBER
25-July-2000	29-Feb-2000	NUMBER REG. DATE

V. TRADEMARK LICENSES- Tru-Stone Technologies, Inc.

None

Schedule II - 9

SCHEDULE III to INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS - The L.S. Starrett Company

TITLE	COPYRIGHT	REG	EXPIRE	CLAIMANT
	NO.	DATE '	S	CALL MALVAL MI NA
Fine Mechanical Tools From the World's Greatest Toolmakers	R 380069		12/31/20 33	
The Starrett Book for Student Machinists	R 458225	5/23/197 12/31/20 ₅	12/31/20 36	L.S. Starrett Company
The Starrett Story	B 640166		12/31/20 43	
Starrett Vernier Caliper	204790		12/31/20 62	
Starrett Vernier Height Gage	204791		12/31/20 62	
Starrett Satin Chrome Micrometers	204792		12/31/20 62	
Starrett Universal Bevel Protractor	204793		$\frac{12/31/20}{62}$	
The Starrett Book for Student Machinists	A642071		12/31/20 70	
Starrett machining recommendations for Bearcat carbon type band saws	TX0000831281	12/14/19 81		L.S. Starrett Company
Shaft Alignment	TX0000708660	1/5/1981		Refrigeration Service Engineers Society
The Starrett Book for Student Machinists	RE0000891583 / 2003-12-31		2003-12-	The L.S. Starrett Company

II. COPYRIGHT APPLICATIONS – The L.S. Starrett Company

TITLE	COPYRIGHT	REG EXPIRE	EXPIRE	
IIILE	NO.	DATE '	S	CLAUVIAINI
	Pending-SR# 1-			
	7484242821			
	submitted			
Advanced Measuring Instruments Certification	3/11/2019			
	Pending-SR#1-			
	7484242847			
	submitted			
Precision Measuring Instruments Certification	3/11/2019			

III. COPYRIGHT LICENSES – The L.S. Starrett Company

None.

Schedule III - 1

RECORDED: 05/02/2022