

05-28-1998



100721628

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDING OF ASSIGNMENT

Honorable Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

MAY 15 1998

5-15-98

Sir:

Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

Kidde Industries, Inc.

___ Individuals ___ Association
___ General Partnership ___ Limited Partnership
X Corporation- State of Delaware
___ Other _____

2. Name and address of receiving party(ies):

**Grove U.S. LLC
1565 Buchanan Trail E.
Shady Grove, PA 17256**

___ Individual(s) citizenship _____
___ Association _____
___ General Partnership _____
___ Limited Partnership _____
___ Corporation _____
X Other Delaware Limited Liability Company

3. Nature of Conveyance:

X Assignment ___ Security Agreement
___ Merger ___ Change of Name
___ Other -

Execution Date: April 29, 1998

4. Application number(s) or registration number(s):

40.00 00
1125.00 00
05/27/1998 DC04TES 00000197
01 FC:481
02 FC:482

TRADEMARK

REEL: 1731 FRAME: 046

- A. Trademark Application No(s) .:
 See Appendix T1 attached.
- B. Trademark Registration No(s) .:
 See Appendix T2 attached.
5. Name and address of party to whom correspondence concerning document should be mailed:

 Birch, Stewart, Kolasch & Birch, LLP
 P.O. Box 747
 Falls Church, VA 22040-0747
 (703)205-8000
6. Total number of applications and registrations involved: 46
7. X The recording fee in the amount of \$1165.00 is enclosed.
8. Please charge Deposit Account No. 02-2448 in the amount of \$. A duplicate copy of this request is enclosed.
9. X The Commissioner is hereby authorized to charge any fees under 37 C.F.R. 2.6 which may be required, or credit any overpayment to Deposit Account No. 02-2448.

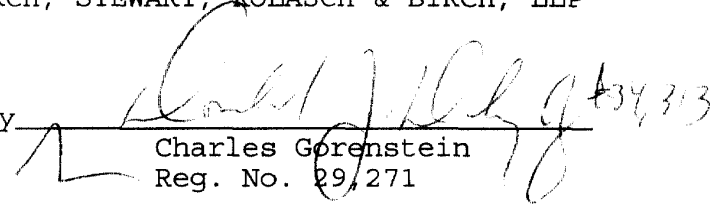
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

Date: May 15, 1998

By


Charles Gorenstein
Reg. No. 29,271

P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET,
ATTACHMENTS, AND DOCUMENT: 35

Appendix T1

Registration No.	Attorney Docket No.
792,129	NONE
817,995	NONE
866,799	NONE
935,144	NONE
1,200,198	NONE
1,255,698	NONE
1,256,648	NONE
1,291,860	NONE
1,294,129	NONE
1,294,270	NONE
1,294,271	NONE
1,294,326	NONE
1,294,656	NONE
1,294,839	NONE
1,303,443	NONE
1,303,672	NONE
1,303,756	NONE
1,303,926	NONE
1,304,056	NONE
1,310,860	NONE
1,326,548	NONE
1,387,480	NONE
1,388,245	NONE
1,407,384	NONE
1,419,247	NONE
1,523,816	NONE
1,754,885	NONE
1,781,535	NONE
1,781,567	NONE
1,669,161	1423-137T
1,721,428	1423-138T
1,552,525	1423-141T
1,782,419	1423-148T
1,258,647	1423-153T
1,783,859	1423-154T
1,942,109	1423-162T
1,470,455	1423-163T
1,646,097	1423-204T
1,646,790	1423-205T
1,152,137	1423-226T
1,287,763	1423-231T
1,288,823	1423-232T
2,063,402	1423-265T

Appendix T2

Application No.

Attorney Docket No.

75/187,368

1423-335T

75/268,340

1423-384T

75/352,841

1423-397T

PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT

This PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT, dated as of April 29, 1998, is made between Kidde Industries, Inc., a Delaware corporation ("Assignor"), and Grove U.S. LLC, a Delaware limited liability company ("Assignee") and a wholly-owned subsidiary of Grove Worldwide LLC, a Delaware limited liability company ("Grove"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Stock and Asset Purchase Agreement referred to below.

WHEREAS, pursuant to the terms of the Stock and Asset Purchase Agreement dated as of March 10, 1998, as amended (the "Stock and Asset Purchase Agreement") among Hanson Funding (G) Limited, Deutsche Grove Corporation, Hanson America Holdings (4) Ltd., Grove France SA, Hanson Finance plc, Assignor and Grove, Assignor has agreed to sell, transfer, convey and deliver to Grove and Grove has agreed to purchase from Assignor, the Specified Grove Assets;

WHEREAS, the Specified Grove Assets include all United States and foreign utility and design patents, reissues and re-examinations thereof, and patent applications, including provisionals, divisionals, continuations, continuations-in-part, whether or not patents are issued on such applications and whether or not such applications are modified, withdrawn or resubmitted, relating to the Grove Operations owned by the Assignor, including, but not limited to, those listed on Schedule A attached hereto (collectively, the "Patents");

WHEREAS, the Specified Grove Assets include all United States and foreign registered and unregistered trade names, trademarks, service names and service marks (and applications for registration of the same) and all goodwill associated therewith, relating to the Grove Operations owned by the Assignor, including, but not limited to, those listed on Schedule B attached hereto (collectively, the "Trademarks");

WHEREAS, the Specified Grove Assets include all United States and foreign copyright registrations (and applications for the same) and any non-registered copyrights relating to the Grove Operations owned by the Assignor, including, but not limited to, those listed on Schedule C attached hereto (collectively, the "Copyrights");

WHEREAS, the Specified Grove Assets include all trade secrets and confidential information, inventions, processes and designs (whether or not patentable or reduced to practice), any computer software program source code, object code, data and documentation, and all other intellectual property rights and assets relating to the Grove Operations owned by the Assignor, (together with the Patents, the Trademarks and the Copyrights, collectively, the "Intellectual Property");

WHEREAS, Assignor wishes to transfer, assign and otherwise convey to Assignee all of its right, title and interest in and to the Intellectual Property; and

WHEREAS, Grove and Assignee wish for Assignee to receive all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee all of its right, title and interest, throughout the world, in and to the following:

- (i) the Trademarks;
- (ii) the goodwill symbolized by and associated with the business conducted under the Trademarks;
- (iii) the Patents;
- (iv) the Copyrights;
- (v) all other Intellectual Property; and
- (vi) all proceeds of the foregoing including, without limitation, any outstanding or future claim by Assignor against third parties for past, present and future infringement of the Intellectual Property.

2. Assignee hereby agrees to perform all proper acts to secure to Assignee, or to its successors and assigns as permitted pursuant to the terms of the Stock and Asset Purchase Agreement, the rights hereby transferred including, but not limited to, filing assignments in recordable form in each jurisdiction worldwide where trademark or service mark registrations or applications, patent registrations or applications, or copyright registrations or applications may be issued or pending. Assignor hereby agrees, upon Assignee's request, to promptly execute all papers and to perform such other proper acts and otherwise fully cooperate with Assignee at the cost and expense of Grove and the Assignee as may be requested by Assignee in order to obtain assignments in recordable form and to secure the rights hereby transferred. Furthermore, upon Assignee's request, Assignor agrees to fully cooperate with Assignee on obtaining assignments in recordable form from Assignor's predecessors-in-interest in all jurisdictions worldwide where such assignments may be necessary to complete the "chain of title" to Assignee or to its successors or assigns.

3. This Assignment shall be governed and construed according to the laws of the State of New York, United States of America, as if it were wholly executed and wholly performed within the State of New York without reference to its conflicts of laws provisions, and the patent laws, trademark laws and copyright laws of the United States of America, as applicable.

4. This Assignment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto, as permitted pursuant to the terms of the Stock and Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their respective duly authorized representatives as of the date first written above.

KIDDE INDUSTRIES, INC.

By: Keith R. Simmons
 Name: Keith R. Simmons
 Title: Vice President

Address: 11251 Eastwood Drive,
 Hagerstown, MD

GROVE U.S. LLC

By: Salvatore J. Bonanno
 Name: Salvatore Bonanno
 Title: CEO

Address: 837 Lindy Lane
 Bala Cwyn, PA 19004

GROVE WORLDWIDE LLC

By: Salvatore J. Bonanno
 Name: Salvatore Bonanno
 Title: CEO

Address: 837 Lindy Lane
 Bala Cwyn, PA 19004