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101042574

To the Honorable Commissioner of Pa.

attached original documents or copy thereof

1. Name of conveying party(ies):  
Amida Industries, Inc.

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

Name: Credit Suisse First Boston,  
as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: ~~XXXXXX Park Avenue~~  
11 Madison Ave.

City: New York State: NY ZIP: 10010

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States; a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: April 1, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULES

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anne H. Lewallen

Internal Address: Cravath, Swaine & Moore

Worldwide Plaza

Street Address: 825 Eighth Avenue

City: NY State: NY ZIP: 10019

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90<sup>00</sup>-

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/21/1999 MTHA11 00000055 4030783

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

9. Statement and signature.

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.

Anne H. Lewallen

Name of Person Signing

*Anne H. Lewallen*

Signature

5/13/99

Date

Total number of pages comprising cover sheet

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. Date/ Filing Date</u>	<u>Registration No./ Application No./ Serial No.</u>
amida	U.S.A.	Filing Date January 7, 1999	Serial No. 75/616585
morrison	U.S.A.	Filing Date January 7, 1999	Serial No. 75/616586
Morrison's	U.S.A.	Reg. Date April 14, 1987 (originally owned by Morrison's Concrete & Equipment, Inc. and assigned to Amida Industries, Inc. on June 18, 1990)	Registration No. 1,436,238

SUPPLEMENT NO. 2 dated as of April 1, 1999, to the SECURITY AGREEMENT dated as of March 6, 1998, (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*") among TEREX CORPORATION, a Delaware corporation ("*Terex*"), each subsidiary of Terex listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and Terex are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of March 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Terex, Terex Equipment Limited, a company organized under the laws of Scotland, P.P.M. S.A., a company organized under the laws of the Republic of France, Terex Mining (Australia) Pty. Ltd. (formerly known as Unit Rig (Australia) Pty. Ltd.), a company organized under the laws of New South Wales, P.P.M. Sp.A., a company organized under the laws of the Republic of Italy, Picadilly Maschinenhandel GMBH & Co. KG, a partnership organized under the laws of the Federal Republic of Germany, the Lenders (as defined in Article I thereto), the Issuing Banks (as defined in Article I thereto) and CSFB, as administrative agent and as collateral agent for the Lenders, (b) the Guarantee Agreement dated as of March 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*") among the Subsidiary Guarantors and the Collateral Agent and (c) the Guarantee Agreement dated as of March 6, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Terex Guarantee Agreement*") between Terex and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.15 of Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

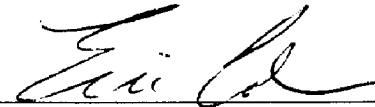
Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and

SECTION 9. The Collateral Agent shall be reimbursed, in accordance with Section 9.05(a) of the Credit Agreement, for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

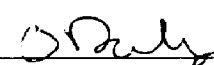
IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement under seal as of the day and year first above written.

AMIDA INDUSTRIES, INC.,

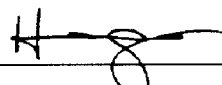
by  \_\_\_\_\_

Name: Eric I Cohen  
Title: Vice President  
Address: 590 Huey Road  
York County  
Rock Hill, SC 29730

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by  \_\_\_\_\_

Name: BILL O'DALY  
Title: VICE PRESIDENT

by  \_\_\_\_\_

Name: CHRIS T HORGAN  
Title: VICE PRESIDENT

LOCATION OF COLLATERAL

Description

Location

Chief Executive Office

590 Huey Road  
York County  
Rock Hill, SC 29730

Collateral

590 Huey Road  
York County  
Rock Hill, SC 29730

COPYRIGHTS

<u>Title</u>	<u>Country</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
None.			

LICENSES

<u>Licensee Name</u>	<u>Date of License</u>	<u>Title</u>	<u>Country</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
None.					

PATENTS

See attached.



UNITED STATES PATENT ASSIGNMENT  
List of Assigned Letters Patents

Patent Number	Title of Invention	Date of Issue
4,030,873	VIBRATING CONCRETE SCREED	6/21/77
4,191,360	CONCRETE REINFORCEMENT MESH LIFTING TOOL	3/04/80
4,195,809	SCREED BAR SUPPORT STAKE AND METHOD	4/01/80
4,213,749	PORTABLE VIBRATING CONCRETE SCREED	7/22/80
4,253,778	WINCH APPARATUS FOR VIBRATING CONCRETE SCREED	3/03/81
4,261,694	AIR VIBRATED/WINCHED CONCRETE SCREED	4/14/81
4,320,986	MOTOR POWERED ROTARY TROWEL	3/23/82
4,335,976	WINCH APPARATUS FOR VIBRATING CONCRETE SCREED	6/22/82
4,349,295	STRUCTURAL RIDGE MEMBER FOR VIBRATING CONCRETE SCREEDS	9/14/82
4,386,901	PORTABLE VIBRATING CONCRETE SCREED	6/07/83
4,388,017	TROWELING BLADE ROTOR ASSEMBLY	6/14/83
4,461,341	COOLING SYSTEM FOR HYDRAULIC POWERED APPARATUS	7/24/84
4,555,200	HYDRAULICALLY-POWERED MATERIAL SPREADER	11/26/85
4,556,339	ROTARY TROWEL BLADE ASSEMBLY	12/03/85
4,607,979	HYDRAULICALLY-POWERED ROCK SPREADER	8/26/86
4,645,264	MOTORIZED DUMPING VEHICLE	2/24/87
RE 33,131 (Reissue of U.S. 4,645,264)	MOTORIZED DUMPING VEHICLE	12/19/89
4,650,366	PORTABLE SCREED	3/17/87
4,657,431	NON-UNIFORM SIZE PARTICULATE SPREADER	4/14/87
4,676,691	DUAL ROTARY TROWEL	6/30/87
4,701,071	PORTABLE SCREED	10/20/87

4,722,638	SCREED WITH FRONTAL DISTRIBUTION UNIT	2/02/88
4,753,578	ABRASIVE FLUID PUMPING APPARATUS	6/28/88
4,806,047	SCREED FRAME AND STIFFENING APPARATUS	2/21/89
4,832,525	DOUBLE-BEARING SHAFT FOR A VIBRATING SCREED	5/23/89
4,848,959	RETAINING CLIP AND BLADE MOUNTING APPARATUS	7/18/89
4,859,115	BLADE MOUNTING APPARATUS, AND BLADE COMPRISING SAME	8/22/89
4,869,618	DISTRIBUTOR FOR CONCRETE SCREED, AND SCREED ASSEMBLY COMPRISING SAME	9/26/89
4,877,104	BRAKING SYSTEM FOR A MOTORIZED DUMPING VEHICLE	10/31/89
4,892,438	SCREED CONSTRUCTION AND METHOD	1/09/90
4,931,008	QUICK DISASSEMBLY SCREED CONSTRUCTION	6/05/90
Des. 306,963	CONCRETE FINISHING SCREED BAR	4/03/90

CANADIAN PATENT ASSIGNMENT

List of Assigned Letters Patents

Patent Number	Title of Invention	Date of Issue
1,141,578	WINCH APPARATUS FOR VIBRATING CONCRETE SCREED	2/22/83
1,164,238	MOTOR POWERED ROTARY TROWEL	3/27/84