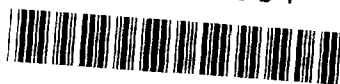


07-20-2001

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

7-120



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**TRADEMARKS**

EET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New  
☐ Resubmission Document ID #  (Non-Recordation)  
☐ Correction of PTO Error  
Reel #  Frame #   
☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☐ Assignment ☐ License  
☐ Security Agreement ☐ Nunc Pro Tunc Assignment  
☐ Merger  
Effective Date  
Month Day Year  
☐ Change of Name  06/29/2001  
☒ Other  GRANT OF TRADEMARK SECURITY INTEREST

**Conveying Party**

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
06/29/2001  
Name  Harnischfeger Corporation  
Formerly   
☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association  
☐ Other   
☒ Citizenship/State of Incorporation/Organization  Delaware

**Receiving Party**

☐ Mark if additional names of receiving parties attached  
Name  Bankers Trust Company, as Agent  
DBA/AKA/TA   
Composed of   
Address (line 1)  One Bankers Trust Plaza  
Address (line 2)  130 Liberty Street  
Address (line 3)  New York  New York  10006  
City State/Country Zip Code  
☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).  
☒ Corporation ☐ Association  
☐ Other   
☒ Citizenship/State of Incorporation/Organization  Delaware

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002332 FRAME: 0564**

**Domestic Representative Name and Address**

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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**Number of Properties**

Enter the total number of properties involved.

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**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Weni C. Giesecking  
Name of Person Signing

Weni C. Giesecking  
Signature

07/12/2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).
- ☐ Corporation ☐ Association
- ☐ Other

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, Harnischfeger Corporation**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, Harnischfeger Industries, Inc.**, a Delaware corporation ("**Company**") has entered into a Credit Agreement dated as of June 29, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company, as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS, Grantor** has executed and delivered that certain Guaranty dated as of June 29, 2001 (said Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of June 29, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

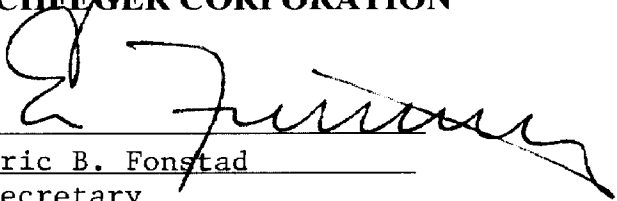
- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **"Trademark Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the **"Associated Goodwill"**); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page is intentionally left blank]*

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark  
Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of  
the 29<sup>th</sup> day of June, 2001.

**HARNISCHEEGER CORPORATION**

By:   
Name: Eric B. Fonstad  
Title: Secretary

S-1

Grant of Trademark  
Security Interest

LA1:937047

**TRADEMARK**  
**REEL: 002332 FRAME: 0569**

**SCHEDULE A****TO****GRANT OF TRADEMARK SECURITY INTEREST****Registered:**

| <u>Registered Owner</u>  | <u>United States<br/>Trademark<br/>Description</u> | <u>Registration<br/>Number</u> | <u>Registration<br/>Date</u> |
|--------------------------|--|--------------------------------|------------------------------|
| Harischfeger Corporation | ELECTROTORQUE<br>PLUS                              | 2083703                        | 7/29/1997                    |
| Harischfeger Corporation | MAGNETORQUE<br>Stylized Letters                    | 594141                         | 8/24/1954                    |
| Harischfeger Corporation | OPTIMA   | 1923310                        | 10/3/1995                    |
| Harischfeger Corporation | P & H and Design                                   | 409963                         | 10/31/1944                   |
| Harischfeger Corporation | P&H and Design                                     | 1058988                        | 2/15/1977                    |
| Harischfeger Corporation | P&H Minepro Services                               | 2129108                        | 1/13/1998                    |

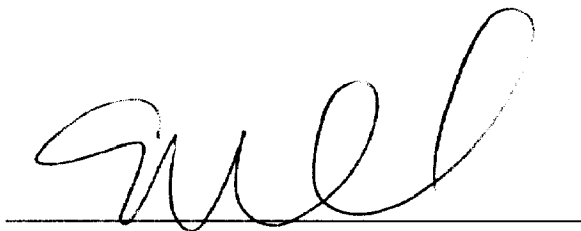
CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail (Receipt No. EF238151544US).

in an envelope addressed to:

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

on July 12, 2001.

A handwritten signature, likely "G. M. L.", is written in black ink over a horizontal line.

LA1:938669.1