

12-11-2001

ER SHEET  
ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☒

101912370

To the Honorable Commissioner of Patents and Trademarks. Please forward the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Powerscreen USA LLC  
c/o Terex Corporation  
500 Post Road East, Suite 320  
Westport, CT 06880

- ☐ 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 Supplement No. 4 to the Security Agreement

Execution Date: April 10, 2001

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

Name: Credit Suisse First Boston, as Collateral Agent

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY ZIP: 10010

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State NY  
☐ 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

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 400 Seventh Street, N.W., Suite 101

City: Washington State: DC ZIP: 20004

12/12/2001 6TON11 00000028 240943

01 FC:481  
02 FC:48240.00 OP  
75.00 OP

DO NOT USE THIS SPACE

## 6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115<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)

## 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.

MacKenzie Henry

Name of Person Signing

Signature

December 6, 2001

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002405 FRAME: 0459

**Powerscreen USA LLC**  
**Trademarks**

<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
SIMPLICITY	240943	4/10/28
SIMPLICITY	377131	4/16/40
SIMPLICITY	1173925	10/20/81
SIMPLI-FLO	551788	12/4/51

SUPPLEMENT NO. 4 dated as of April 10, 2001 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 (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement (as defined below) and the Amended and Restated Tranche C Credit Agreement dated as of March 29, 2001 among Terex, the Lenders named therein and CSFB, as Collateral Agent).

A. Reference is made to the Amended and Restated Credit Agreement dated as of March 29, 2001 (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, Terex International Financial Services Company, a company organized under the laws of the Republic of Ireland, Powerscreen International plc, a company organized under the laws of England, P.P.M. S.A.S., a company organized under the laws of the Republic of France, Terex Mining Australia Pty Ltd, a company organized under the laws of New South Wales, Australia, Picadilly Maschinenhandel GmbH & Co. KG, a partnership founded under the laws of the Federal Republic of Germany, and Terex Italia, S.r.l., a company organized under the laws of the Republic of Italy, 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. 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 Subsidiaries (the "*New Grantors*") are 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 Grantors agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, each of the New Grantors 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 Grantors each hereby (a) agree to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represent and warrant that the representations and warranties made by each of them as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantors, as security for the payment and performance in full of the Obligations, do hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantors' right, title and interest in and to the Collateral of the New Grantors. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each of the New Grantors. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantors represent and warrant to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by each of them and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantors hereby represent and warrant that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantors; (b) set forth on Schedule II attached hereto is a true and correct schedule of any and all Intellectual Property of each such New Grantor; and (c) set forth under its signature hereto, is the true and correct location of the chief executive office of each of the New Grantors.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**


SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantors shall be given to them at the addresses set forth under their signatures below.

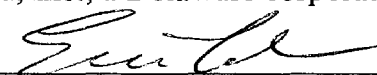
SECTION 9. The Collateral Agent shall be reimbursed, in accordance with Section 9.05(a) of the Credit Agreement, for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

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

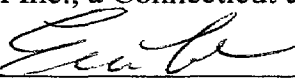
Finlay Hydrascreen USA, Inc., a New Jersey corporation

By:   
 Name: Eric I Cohen  
 Title: Vice President  
 Address: 500 Post Road East, Suite 320  
 Westport, CT 06880


Benford America, Inc., a Delaware corporation

By:   
 Name: Eric I Cohen  
 Title: Vice President  
 Address: 500 Post Road East, Suite 320  
 Westport, CT 06880

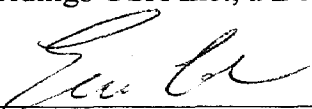
BL-Pegson USA Inc., a Connecticut corporation

By:   
 Name: Eric I Cohen  
 Title: Vice President  
 Address: 500 Post Road East, Suite 320  
 Westport, CT 06880

Powerscreen North America Inc., a Delaware corporation

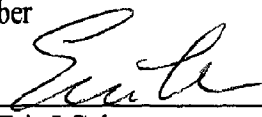
By:   
 Name: Eric I Cohen  
 Title: Vice President  
 Address: 500 Post Road East, Suite 320  
 Westport, CT 06880

Powerscreen Holdings USA Inc., a Delaware corporation

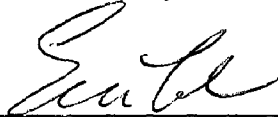
By:   
 Name: Eric I Cohen  
 Title: Vice President  
 Address: 500 Post Road East, Suite 320  
 Westport, CT 06880

Powerscreen USA LLC, a Kentucky limited liability company

By: Powerscreen Holdings USA, Inc., as  
Managing Member

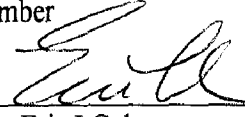
By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East, Suite 320  
Westport, CT 06880

Royer Industries, Inc., a Pennsylvania corporation


By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East, Suite 320  
Westport, CT 06880

Powerscreen International LLC, a Delaware limited liability company

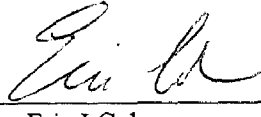
By: Powerscreen North America Inc., as  
Managing Member

By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East, Suite 320  
Westport, CT 06880


Terex Bartell, Inc., a Delaware corporation

By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East, Suite 320  
Westport, CT 06880

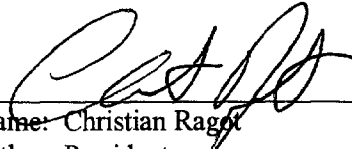
Coleman Engineering, Inc., a Tennessee corporation

By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East, Suite 320  
Westport, CT 06880

O&K Orenstein & Koppel, Inc., a Delaware corporation

By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East  
Westport, CT 06880

Earthking, Inc., a Delaware corporation

By:   
Name: Christian Ragot  
Title: President  
Address: 500 Post Road East  
Westport, CT 06880

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,


by

\_\_\_\_\_  
Name:  
Title:

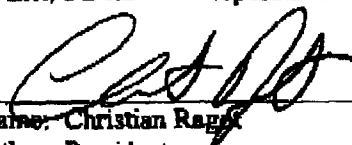
by

\_\_\_\_\_  
Name:  
Title:

O&K Orenstein & Koppel, Inc., a Delaware corporation

By:   
Name: Eric I Cohen  
Title: Vice President  
Address: 500 Post Road East  
Westport, CT 06880

Earthking, Inc., a Delaware corporation

By:   
Name: Christian Ragot  
Title: President  
Address: 500 Post Road East  
Westport, CT 06880

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by   
Name: BILL O'DALY  
Title: VICE PRESIDENT

by   
Name: DAVID M. KOCZAN  
Title: ASSOCIATE



LOCATION OF COLLATERAL

<u>Entity</u>	<u>Location</u>
Finlay Hydrascreen USA, Inc.	11001 Electron Drive Louisville, KY 40299
Benford America, Inc.	590 Huey Road Rock Hill, SC 29730
BL-Pegson USA Inc.	590 Huey Road Rock Hill, SC 29730
Powerscreen North America Inc.	500 Post Rd. East Westport, CT 06880
Powerscreen Holdings USA Inc.	500 Post Rd. East Westport, CT 06880
Powerscreen USA LLC	11001 Electron Drive Louisville, KY 40299
	212 S. Oak Street Durant, MI 48429
Royer Industries, Inc.	341 King Street Myerstown, PA 17067
	Route 309 Dallas, PA 18612
Powerscreen International LLC	500 Post Rd. East Westport, CT 06880
Terex Bartell, Inc.	590 Huey Road Rock Hill, SC 29730
Coleman Engineering, Inc.	1020 Bellevue Memphis, TN 38106
	835 Highway East Holly Springs, MS 38634
O&K Orenstein & Koppel, Inc.	500 Post Rd. East Westport, CT 06880
Earthking, Inc.	500 Post Rd. East Westport, CT 06880

SCHEDULE II  
to Supplement No. 4 to the  
Security Agreement

<u>Entity</u>	<u>Trademark Owned</u>
Powerscreen USA LLC	SIMPLICITY (US (3 registrations) Benelux, Brazil, Canada, Finland, France, Germany, Ireland, Italy, Mexico, Norway, Peru, S. Africa, Spain, Sweden, Switzerland)  SIMPLICTY and Design (US)  SIMPLI-FLO (US)  OS-A-VEYOR (Canada)  D'CENTTEGRATOR (Canada)  GRUENDLER (US & Mexico)
Coleman Engineering, Inc.	COLEMAN (US)  COLEMAN and design (US)

SECURITY AGREEMENT dated as of March 6, 1998, among TEREX CORPORATION, a Delaware corporation ("*Terex*"), each subsidiary of Terex listed on Schedule I hereto (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).

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, Unit Rig (Australia) Pty. Ltd., a company organized under the laws of New South Wales, and P.P.M. Sp.A., a company organized under the laws of the Republic of Italy, 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. Capitalized terms used herein and not defined herein shall have meanings assigned to such terms in the Credit Agreement.

The Lenders have agreed to make Loans to the Borrowers and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Subsidiary Guarantors have agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement in accordance with the terms of the Subsidiary Guarantee Agreement. Terex has agreed to guarantee, among other things, all the obligations of the Subsidiary Borrowers under the Credit Agreement in accordance with the terms of the Terex Guarantee Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by any Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each other Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrowers under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate thereof) at the time such Hedging

Agreement was entered into (all the monetary and other obligations referred to in the preceding clauses (a) through (d) being referred to collectively as the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds; provided that the Collateral shall not include more than 65% of the issued and outstanding shares of stock of any Foreign Subsidiary.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code as in effect in the relevant jurisdiction, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code as in effect in the relevant jurisdiction. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including Indebtedness of Terex or any Subsidiary whether evidenced by a promissory note or not, but excluding the intercompany demand notes listed on Schedule VI, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

*"Intellectual Property"* shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Inventory"* shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

*"Investment Property"* shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

*"License"* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

*"Lockbox System"* shall have the meaning assigned to such term in Section 5.01.

*"Obligations"* shall have the meaning assigned to such term in the preliminary statement of this Agreement.

*"Patent License"* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

*"Patents"* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) 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 pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*"Perfection Certificate"* shall mean a certificate in a form previously approved by the Collateral Agent, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of Terex.

*"Proceeds"* shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other

involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to the Lockbox System, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Banks, (e) each counterparty to an Interest Rate Protection Agreement entered into with any Borrower if such counterparty was a Lender at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"*Securities*" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code as in effect in the relevant jurisdiction.

"*Securities Account*" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"*Security Entitlements*" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Securities Intermediary*" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"*Sub-Agent*" shall mean a financial institution which shall have delivered to the Collateral Agent an executed Lockbox and Depository Agreement.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names,

business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

## ARTICLE III

### *Representations and Warranties*

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full corporate power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other (i) than any consent or approval which has been obtained and (ii) any consent or approval the failure of which to obtain could not impair or adversely affect the Security Interests intended to be granted hereunder.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully



executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each appropriate governmental, municipal or other office, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral (other than Collateral in transit with an aggregate fair market value not to exceed \$20,000.000 at any one time) in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights, have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral except for financing statements or analogous documents filed for precautionary reasons relating to operating leases, consignments and other similar items, in

each case (i) in the ordinary course of business, and (ii) as permitted under the Credit Agreement, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

## ARTICLE IV

### *Covenants*

**SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.*** (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

**SECTION 4.02. *Periodic Certification.*** Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, Terex shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of Terex (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all

Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

**SECTION 4.03. *Protection of Security.*** Each Grantor shall, at its own cost and expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

**SECTION 4.04. *Further Assurances.*** Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct in all material respects with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

**SECTION 4.05. *Inspection and Verification.*** The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right at the Grantors' own cost and expense, to inspect, during normal business hours and on reasonable notice, the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located (no more than two such inspections being permitted annually under this Section 4.05 unless an Event of Default shall have occurred and be continuing) to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.17 of the Credit Agreement).

**SECTION 4.06. *Taxes; Encumbrances.*** At its option at any time after ten days notice to the applicable Grantor (or, to the extent the Collateral Agent deems it necessary to act prior the end of such ten day notice period in order to preserve the Collateral, the applicable Grantor's rights to and use of the Collateral or the Security Interest granted herein, any shorter notice period) the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral

and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

**SECTION 4.07. *Assignment of Security Interest.*** If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign (to the extent permitted to do so) such security interest to the Collateral Agent; *provided* that such Grantor shall make all commercially reasonable efforts to obtain consent to assign such property as security to the Collateral Agent pursuant to this Agreement. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

**SECTION 4.08. *Continuing Obligations of the Grantors.*** Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

**SECTION 4.09. *Use and Disposition of Collateral.*** None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory and Accounts Receivable may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and such Grantor shall have taken all commercially reasonable steps necessary to obtain the agreement from such warehouseman, bailee, agent or processor in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

**SECTION 4.10. *Limitation on Modification of Accounts.*** None of the Grantors will, without the Collateral Agent's prior written consent, which consent shall not be unreasonably withheld, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current and past practices and in

accordance with such commercially prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

**SECTION 4.11. *Insurance.*** The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

**SECTION 4.12. *Legend.*** Each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein. Collateral Agent shall provide Grantors with its legending requirements in writing.

**SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.***  
(a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, 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, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any

Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all commercially reasonable necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use all commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### *Collections*

SECTION 5.01. *Lockbox System.* Terex shall maintain its existing lock-box arrangements for the benefit of the Secured Parties with UMB Bank of St. Louis, N.A. ("UMB") pursuant to the Lockbox Operating and Procedural Agreement, dated as of April 7, 1997, among Terex, certain of its Subsidiaries, UMB and BankBoston, N.A. (formerly The First National Bank of Boston), or at the request of CSFB, shall enter into a substantially similar arrangement with CSFB (any such arrangement the "Lockbox System").

SECTION 5.02. *Power of Attorney.* Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each

Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or

otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.



SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, to the extent permitted to do so (and each Grantor shall make all commercially reasonable efforts to obtain the consent to license all Intellectual Property referred to below to the Collateral Agent pursuant to this Section 6.03) each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of Terex.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise,

enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the Indemnitees (as defined in Section 9.05 of the Credit Agreement) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnatee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby or (ii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnatee is a party thereto, *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnatee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.07 of the Credit Agreement.

**SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7.08. Waivers; Amendment.** (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

**SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY**

LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination.* This Agreement and the Security Interest shall terminate when all the Obligations have been paid in full, the Lenders have no further commitment to lend under the Credit Agreement, the L/C Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall promptly execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and other release documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of Terex in accordance with the terms of the Credit Agreement; *provided* that if consent to such sale, transfer or other disposition is required by the Credit Agreement, such consent is obtained pursuant to Section 9.08(b) of the Credit Agreement and the terms of such consent did not provide otherwise.

SECTION 7.15. *Additional Grantors.* Pursuant to Section 5.11 of the Credit Agreement, each Domestic Subsidiary that was not in existence or was not a Domestic Subsidiary on the date of the Credit Agreement is required to enter into this Agreement as a Subsidiary Guarantor upon becoming a Domestic Subsidiary. Upon execution and delivery after the date hereof by the Collateral Agent and such a Subsidiary of an instrument in the form of Annex 2, such Subsidiary shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein. The execution and delivery of any instrument adding an additional Subsidiary Guarantor as a party to this Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor as a party to this Agreement.

SECTION 7.16. *Credit Agreement.* Notwithstanding anything else contained in this Agreement, each Grantor may do any act or omit to do any act or cause or permit any condition or circumstance to exist, in each case to the extent expressly permitted by the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TEREX CORPORATION,

by

Name:

Title:

EACH OF THE SUBSIDIARY GUARANTORS  
LISTED ON SCHEDULE I HERETO,

by

Name:

Title: Authorized Officer

CREDIT SUISSE FIRST BOSTON, as Collateral  
Agent,

by

Name:

Title: Authorized Officer

by

Name:

Title: Authorized Officer

HEATHER SUGGITT  
VICE PRESIDENT

SCHEDULE I to the  
SECURITY AGREEMENT

Subsidiary Guarantors

1. Koehring Cranes, Inc.
2. M & M Enterprises of Baraga, Inc. (owns real estate only)
3. Payhauler Corp.
4. PPM Cranes, Inc.
5. Terex Aerials, Inc.
6. Terex Baraga Products, Inc.
7. Terex Cranes, Inc.
8. Terex Mining Equipment, Inc.
9. Terex-RO Corporation
10. Terex-Telelect, Inc.

**SCHEDULE II**  
**to the SECURITY AGREEMENT**

**COPYRIGHTS**

None



# Schedule III

## LICENSES

1. License Agreement dated as of March 18, 1991 by and among Harnischfeger Corporation, Harnischfeger International Corporation S.A. (collectively, "Harnischfeger"), and Century II, Inc. (n/k/a PPM Cranes, Inc.) relating to the P&H trademark owned by Harnischfeger.

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PATENTS

See attached

TRADEMARK

REEL: 002405 FRAME: 0492

**TEREX CORPORATION**

**U.S. & Foreign Patents**

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Status/Expiration Date</u>
U.S.	4,137,981	Pivot Shaft Roller Frame Support (Assigned from GM)	Expired 2/6/96
U.S.	4,169,524	Disc Brake Service Piston Return Spring Guide Pin Removal (Assigned from GM)	Expired 10/2/96
U.S.	4,172,511	Disc Brake Housing Mounting Bolt Arrangement (Assigned from GM)	Expired 10/30/96
U.S.	4,186,822	Disc Brake Pack Wear Indicator (Assigned from GM)	Expired 2/5/97
U.S.	4,241,794	Angle Dozer Assembly (Assigned from GM)	Expired 12/30/97
U.S.	4,243,341	Pivot Construction (Assigned from GM)	Expired 1/6/98
U.S.	4,246,972	Motor Grader And Positioning Mechanism For Drawbar Thereof (Assigned from GM)	Expired 1/27/98
U.S.	4,278,301	Tread Belt and Drive Having Involute Gear Drive	Expires 7/14/98
U.S.	4,317,387	Telescoping Steering Assembly (Assigned from GM)	Expires 3/2/99
U.S.	4,328,630	Pullyoke Assembly For A Scraper (Assigned from GM)	Expires 5/11/99
U.S.	4,381,827	Steering Mechanism For Articulated Vehicles (Assigned from GM)	Expires 5/3/00
U.S.	4,190,130	Dual Steering System For Off-Highway Vehicles (Assigned from Unit Rig)	Expires 9/11/98
U.S.	4,190,265	Off-Highway Vehicle (Assn. from Unit Rig)	Expired 2/6/98
U.S.	4,248,046	Vent Accumulator for Hydraulic Integrator (Assigned from UR)	Expires 4/23/99
U.S.	4,266,420	Crimping Tool (Assigned from UR)	Expires 5/12/98
U.S.	4,282,952	Wheel Assembly (Assigned from UR)	Expires 5/18/99

**TEREX CORPORATION**

<b>Country</b>	<b>Patent No.</b>	<b>Title</b>	<b>Status/Expiration Date</b>
U.S.	4,306,363	Side Cutter Apparatus For An Excavating Machine (Assigned from UR)	Expires 12/22/98
U.S.	4,324,283	Method and Apparatus For Mounting A Giant Tire (Assigned from UR)	Expires 5/6/2000
U.S.	4,349,308	Front End Loader With Bucket Ejector Assembly (Assigned from UR)	Expires 5/27/2000
U.S.	4,425,007	Tread Belt Link & Cooperating Drive Tumbler	Abandoned 1/96
U.S.	4,629,211	Frame And Axle For Heavy Duty Trucks (Assigned from UR)	Maint. fee 6/16/98 Expires 6/16/2003
U.S.	4,860,539	Vehicle Stabilizer Apparatus And Stabilizer Actuator Component Thereof	Abandoned 8/29/93
U.S.	4,743,070	Tire Rim Clamp	Abandoned 6/1/95
U.S.	4,744,132	Lock Ring Assembly And Disassembly Method (Assigned from UR)	Abandoned 6/1/95
U.S.	4,798,398	Dual Rate Equalizer Suspension (Assigned from UR)	Abandoned 7/17/96
U.S.	4,863,147	Vehicle N2/Oil Suspension With External Damping Orifice Adjustment (Assigned from UR)	Abandoned 9/5/97
U.S.	5,064,023	Flexible Ladder For Use On Moving Conveyances	Maint. Fee Due 5/12/99
U.S.	5,064,242	Roll-Over Protection Cab for Large Off-Road Machine	Abandoned 3/21/95
U.S.	5,065,814	Reduced Noise Modular Cooling System	Abandoned 3/21/95
U.S.	5,085,520	Nose Cone Bearing Arrangement	Maint. Fee Due 8/4/99
U.S.	5,088,570	Steerable Rear Dual Axle System For Large Trucks	Abandoned 3/21/95
U.S.	5,150,942	Rollover Protection Cab For Large Off-Road Machines	Abandoned 11/16/95
U.S.	5,159,175	Method Of Welding A First To A Second Metal Plate	Abandoned 11/16/95

**TEREX CORPORATION**

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Status/Expiration Date</u>
U.S.	5,163,700	Dual Rear Axle System For Large Vehicles	Abandoned 11/16/95
U.S.	5,308,105	Steerable Multiple Rear Axle System For Large Vehicles	Abandoned 11/3/97
U.S.	5,333,895	Dual Rear Axle System For Large Vehicles	Maint. Fee Due 2/2/98
U.S.	5,555,699	Joint Between Stiffening Ribs And Transverse Beams Of A Cross Stiffened Panel Structure	Maint. Fee Due 3/17/00

**FOREIGN PATENTS**

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Status/Expiration Date</u>
Canada	1,056,805	Outrigger System for Vehicles	Expired 6/19/96
Canada	1,096,425	Tread Belt Drive System	Expired 2/24/98
Canada	1,098,456	Wheel Rim and Brake Disc For Off-Highway Vehicles	Expires 3/31/98
Canada	1,167,741	Maximum Lift System for Hydraulic Implement	Expires 5/22/01
So. Africa	91/7803	Flexible Ladder For Use On Moving Conveyances	Abandoned 9/96
Japan	501034/92	Method Of Welding A First To A Second Metal Plate	Exam. Due 10/3/98
Japan	500769/92	Rollover Protection Cab For Large Off-Road Machines	Exam. Due 10/21/99

BARAGA PRODUCTS, INC.

Patents

U.S. Patent No.: 4,964,780

Issued: Oct. 23, 1990 Title: EXTENDIBLE BOOM FORKLIFT WITH LEVEL REACH CONTROL  
Expires: Oct. 23, 2007  
Assignee: Baraga Products, Inc.

Next Maint. fee due 4/98

Canadian Patent No. 1,320,930

Issued: Aug. 3, 1993 Title: EXTENDIBLE BOOM FORKLIFT WITH LEVEL REACH CONTROL  
Expires: Aug. 3, 2010  
Assignee: Baraga Products, Inc. Agent: Borden & Elliot

Annual fees due in August

## SCHEDULE

## INTELLECTUAL PROPERTY

PATENTS	
Registration No.	Description
3,208,766	Rigid Axle Attaching Device and Protective Shield
3,208,790	Top Rail Construction for a Truck Body
3,227,237	Steerable Driving Axle
3,905,616	Splash Guard Arrangement
3,913,943	Rock Ejecting and Suspension Limiting Arrangement for Dual Wheeled Vehicles
3,994,530	Engine Exhaust Diverter Valve
4,067,410	Loan Transporting Vehicles
4,084,852	Roll-Over Protection Structure for Dump Truck
4,117,911	Torque Bars for Sliding Caliper Disc Brake
4,189,159	Unitized Face Type Seal
4,216,972	Unitized Face Type Seal
4,222,463	Mechanically Actuated Brake Piston with Elastomeric Bushing
4,269,002	Method for Resurfacing Disc Brake Rotors
4,323,279	Automatic Tail Gate for a Dump Truck
4,345,674	Disc Brake Pad Retractor
4,348,055	Single Cable Actuated Tail Gate

TRADEMARKS

See attached



**TEREX CORPORATION**  
**Trademark Registrations**

**Trademark: TEREX (word mark)**

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Algeria	41909	Dec. 13, 1999	
Argentina	1392421	March 31, 2002	
Australia	A 327825	Feb. 1, 2000	
Australia	A 223503	Oct. 22, 2003	
Austria	64234	May 31, 1999	
Bahrain	5633	April 6, 2005	
Benelux	73233	Oct. 18, 1998	
Bolivia	A 46407	Nov. 12, 2003	
Bophuthatswana	5416/77 Cl. 7	Dec. 1, 1997	Renewed
Bophuthatswana	5715/68 Cl. 12	Dec. 12, 1998	
Botswana	SA 5479 Cl. 7	Dec. 1, 1997	Renewed
Botswana	SA 3194 Cl. 12	Dec. 12, 1998	
Brazil	006949401 Cl. 7	July 10, 1999	
Brazil (svc. mark)	007007752	Oct. 25, 1999	
Brunei	3935	Dec. 17, 2003	
Burundi	1617	None	
Canada	TMA 188841	Feb. 23, 2003	
Chile	391736	Aug. 27, 2002	
China (PRC)	146656	May 15, 2001	
China (PRC)	153594	Jan. 30, 2002	
Colombia	69904	Jan. 23, 1989	Pending-power of atty. sent late, appln. denied; awaiting decision.
Cyprus	19922	Aug. 8, 2000	

**TEREX CORPORATION**  
**Trademark Registrations**

**Trademark: TEREX (word mark)**

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Czechoslovakia	159075	Dec. 18, 1998	
Denmark	2549/1969	Sept. 12, 1999	
Ecuador	2464-94	Dec. 13, 2003	
Egypt	57549	June 8, 2000	
Fiji Islands	17690	Jan. 17, 2000	
Finland	56884	July 7, 2000	
France	1541666	Nov. 16, 1998	
Germany	894337	Dec. 13, 1998	
Greece	40980	Dec. 12, 1998	
Hungary	120852	May 10, 1998	
India	253711	Dec. 26, 2003	
Indonesia	339749 - Cl. 12 339751 - Cl. 7	Oct. 12, 2003 Oct. 12, 2003 (new appln. Cl. 12 on file)	Pending
Ireland	74875	Dec. 13, 2003	
Israel	48426	Aug. 7, 2000	
Italy	557431	June 14, 1999	
Japan	1028683	May 27, 2003	
Japan	739963/2 (Katakana)	Apr. 21, 2007	
Jordan	17208	Sept. 1, 2000	
Kenya	26416	Aug. 20, 2000	
Korea	35707	Feb. 5, 2004	
Kuwait	12095	Feb. 5, 2001	

**TEREX CORPORATION**  
**Trademark Registrations**

**Trademark: TEREX (word mark)**

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Lesotho	LS/M/90/02174	Dec. 12, 1998	
Lesotho	7161	Dec. 1, 1997	Renewed
Malawi	296/71	Sept. 10, 2006	
Mexico	232361	May 23, 2004	
Morocco	42111	Dec. 12, 2008	
Namibia	364/71 Cl. 7	Aug. 17, 2005	
Namibia	014/78 Cl. 12	Jan. 12, 1998	
New Zealand	88615	Nov. 14, 2003	
New Zealand	91532	Sept. 24, 2004	
Nigeria	35742	Jan. 28, 2001	
Norway	77184	Aug. 21, 1999	
O.A.P.I.	19503	Sept. 29, 1999	
Pakistan	70086	Aug. 18, 2001	
Panama	12925	Jan. 15, 1991	Renewal pending; appeal filed.
Papau New Guinea	A 4684	Sept. 15, 2005	
Philippines	60183	March 29, 2015	Statement of use/non-use due 3/29/2000
Portugal	314002	Sept. 3, 2006	Use Affid. Sept. 3, 2001
Poland	57889	Aug. 17, 1999	
Romania	2R5792	March 13, 1999	
Sabah	S/12780	Dec. 19, 2003	
Sarawak	SAR/8140	Dec. 28, 2003	
Saudi Arabia	Appln. 32300	Filed Jan. 1, 1996	Awaiting registration

**TEREX CORPORATION**  
**Trademark Registrations**

**Trademark: TEREX (word mark)**

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Singapore	45416	Dec. 24, 2003	
South Africa	5416/77 Cl. 7	Dec. 1, 1997	Renewed
South Africa	5715/68 Cl. 12	Dec. 12, 1998	
Spain	577331	Dec. 26, 1998	
Swaziland	174/1971	Dec. 12, 1998	
Swaziland	601/1978	Dec. 1, 1997	Renewed
Sweden	127672	June 13, 1999	
Switzerland	371078	Dec. 20, 2008	
Transkei	5715/68	Dec. 12, 1998	
Turkey	111525	March 11, 1999	
United Kingdom	934804	Dec. 3, 2003	
U.S.	1,347,216	July 9, 2005	
Uruguay	233,332	Sept. 12, 2000	
Venda	5416/77	Dec. 1, 1997	Renewed
Venda	5715/68	Dec. 12, 1998	
Venezuela	63231	Jan. 7, 2001	
Venezuela	62322A	Nov. 19, 2000	
Western Samoa	816	Sept. 24, 2004	
Zambia	451/71	Sept. 23, 2006	

TEREX CORPORATION  
Registered Trademarks

MARK: NW Logo					
<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
U.S.	1,063,168	7		Trench excavators, drag-line excavators, hoisting machines, locomotive cranes, shoveling machines, power shovels and log handling machines.	4/12/2007
MARK: NORTHWEST NW and Design					
<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
U.S.	1,065,198	7		Trench excavators, drag-line excavators, hoisting machines, locomotive cranes, shoveling machines, power shovels and log handling machines.	5/10/2007
Canada	227,557			(Same as U.S. registration)	5/5/2008
MARK: NORTHWEST					
<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
Canada	121,346			Trench excavators, dragline excavators, hoisting machines, locomotive cranes, shoveling machines, power shovels cranes which may be mounted on trucks as well as when not so mounted.	3/3/2006

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TEREX CORPORATION  
Registered Trademarks

MARK: BCP

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
U.S.	1,792,067	42		Retail sale and distribution of heavy construction equipment and parts.	8 & 15 due 9/98-9/99

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TEREX CORPORATION  
New Trademarks

MARK: TEREX and Crown Logo (for trucks)

<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
ECT	000347013	7	8/28/96	Earth-moving equipment; haulers, scrapers, front end loaders, wheel dozers and crawler dozers; parts and fittings included in Class 7 for all the aforesaid goods.	
ECT	000347013	12	8/28/96	Land vehicles; land vehicles incorporating earthworking and/or earthmoving apparatus; land vehicles incorporating lifting, loading and/or tipping mechanisms; demountable load-carrying bodies for motor land vehicles; parts and fittings included in Class 12 for all the aforesaid goods.	
Peru	036322	7	11/15/96	Earth-moving equipment; haulers, scrapers, front end loaders, wheel dozers and crawler dozers.	06/09/2007
Peru	036323	12	11/15/96	Land vehicles; land vehicles incorporating earthworking and earthmoving apparatus, land vehicles incorporating lifting, loading and tipping mechanisms, demountable load-carrying bodies for motor land vehicles and parts, and fittings included in the class for all the aforesaid goods.	06/09/2007

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MARK: CROWN LOGO

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
U.S.	75/243,295	7	2/18/97	Earth-moving equipment, namely, haulers, scrapers, front end loaders, wheel dozers and crawler dozers.	
U.S.	75/243,295	12	2/18/97	Land vehicles, namely, land vehicles incorporating earthworkers and earthmovers, land vehicles incorporating lifters, loaders and tippers, and demountable load-carrying bodies for motor land vehicles and structural parts therefor.	

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**UNIT RIG**  
**Trademark Registrations**

**Trademark:**  
**Assignee:**

**DART**  
**Terex Corporation.**

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Australia	B 348174	July 7, 2001	
Canada	196,179	Dec. 14, 2003	
Chile	364,023	Jan. 22, 2001	
China	159,197	June 29, 2002	
France	1,575,930	Feb. 16, 2000	
Italy	401,574	June 10, 2000	
Japan	2,607,424	Dec. 24, 2003	
Mexico	216,343	Feb. 15, 2003	
Papua New Guinea	A 51925	Sept. 23, 2000	
Peru	26,090	Dec. 4, 2004	
South Africa	67/0934	March 7, 2007	
Sweden	156,218	July 23, 2006	
United Kingdom	1,127,227	Jan. 21, 2001	
U.S.	1,263,390 - Cl. 7 DART (Script)	Jan. 10, 2004	
U.S.	649,223 - Cl. 12 DART (word mark)	July 30, 1997	Renewed
U.S.	1,168,273 - Cl. 12 DART (Script)	Sept. 8, 2001	
Venezuela	93,433-F	Jan. 29, 2009	
Yugoslavia	25,610	July 1, 2001	

**UNIT RIG**  
**Trademark Registrations**

**Trademark:** DYNAFLOAT  
**Assignee:** Terex Corporation

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
U.S.	1,023,197	Oct. 21, 2005	

**Trademark:** LECTRA HAUL  
**Assignee:** Terex Corporation

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Australia	525,408	Dec. 18, 2006	
Benelux	738,570	Dec. 12, 1999	
Brazil	S/N 817790470		Pending
Canada	447,102	Sept. 1, 2010	
Chile	357,425	July 13, 2000	
China	544,579	Feb. 27, 2001	
Dominican Republic	50215	Dec. 17, 2000	
Finland	6357/89	Jan. 20, 2002	
Greece	97,387	July 19, 2003	
Indonesia	274595	May 4, 2002	
India	S/N 524,080		Pending
Liberia	11893/378	Aug. 11, 2008	
Mexico	393374	Jan. 9, 2005	
Morocco	44241	Feb. 15, 2010	
Morocco (Tangiers)	7374	Feb. 15, 2010	

**UNIT RIG**  
**Trademark Registrations**

**Trademark:** LECTRA HAUL  
**Assignee:** Terex Corporation

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
Norway	146096	July 18, 2001	
OAPI	29533	Jan. 16, 2000	
Papua/New Guinea	A56279	Jan. 2, 2000	
Peru	014170	May 23, 2005	
Philippines	54256	Feb. 15, 2013	
Portugal	260,883	Oct. 15, 2003	Decl. of Use due Oct. 15, 1998
Russia	106633	Sept. 10, 2001	
South Africa	89/11804	Dec. 15, 1999	
Spain	1,540,669	Jan. 4, 2000	
Sweden	230,258	Feb. 14, 2002	
U.S.	709,888	Jan. 17, 2001	
United Kingdom	1,408,239	Dec. 18, 2006	
Venezuela	4610-90	March 21, 2000	
Zaire	2138/90	Feb. 22, 2000	
Zambia	335/89	Dec. 29, 2010	

**Trademark:** Lightning Bolt Design

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
U.S.	1,909,915	Aug. 8, 2005	

**UNIT RIG**  
**Trademark Registrations**

**Trademark:** UNIT RIG (word mark)  
**Assignee:** Terex Corporation

<u>Country</u>	<u>Registration No.</u>	<u>Renewal Due</u>	<u>Status</u>
U.S.	926,117	Dec. 28, 2001	

**Trademark:** UNIT RIG and Design  
**Assignee:** Terex Corporation

<u>Country</u>	<u>Reg. No.</u>	<u>Renewal Due</u>	
Australia	B444659	May 1, 2007	
Brazil	816,092,656	July 7, 2002	
Canada	331,243	Aug. 21, 2002	
Chile	464,366	July 16, 2006	
Colombia	126,827	Dec. 14, 1994	Renewed (pending)
Greece	82682	May 16, 2006	
India	454,021	May 13, 2000	
Liberia	23686/176	June 23, 2001	
Morocco	37,453	May 12, 2006	
Norway	129,961	Sept. 10, 2007	
Peru	65,224	March 9, 2002	
Philippines	S/N 104,698		Pending
Russia	S/N 96706254		Pending
South Africa	86/2,800	May 1, 2006	
Spain	1,147,324	May 5, 2007	Tax due 5/2002
Sweden	205,622	May 8, 2007	
Turkey	92996	June 6, 2006	

**UNIT RIG**  
**Trademark Registrations**

**Trademark:**            **UNIT RIG and Design**  
**Assignee:**            **Terex Corporation**

<u>Country</u>	<u>Reg. No.</u>	<u>Renewal Due</u>	<u>Status</u>
United Kingdom	1,266,190	May 1, 2007	
U.S.	1,216,423	Nov. 16, 2002	
Venezuela	136470-M	Sept. 23, 2003	
Yugoslavia	32015-Z-397/86	Sept. 5, 1998	
Zambia	S/N 405/95		pending
Zaire	609/86	July 2, 2006	

TEREX CRANES, INC.  
Current Trademarks

MARK: TEREX

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
U.S.	75/250,441	7, 12	3/3/97	All terrain cranes, rough-terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescoping boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers, truck-mounted aerial lifts, digger derricks and replacement parts therefor. (Cl. 7)	
				Truck cranes, boom trucks, bucket trucks, aircraft de-icing trucks and structural parts therefor. (Cl. 12)	

MARK: CROWN LOGO

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
U.S.	75/266,621	7, 12	3/31/97	All terrain cranes, rough terrain cranes, carrier-mounted hydraulic cranes, telescoping boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers, truck-mounted aerial lifts, digger derricks and replacement parts therefor. (Cl. 7)	
				Truck cranes, boom trucks, bucket trucks, aircraft de-icing trucks and structural parts therefor. (Cl. 12)	

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KOEHRING CRANES, INC.  
Trademark Registrations

<u>Mark:</u>	BANTAM			
<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>
U.S.	670,902	7		Cranes and motorized earth moving and material handling equipment, accessories, attachments and parts therefor.
<u>Mark:</u>	DYNAHOE			
<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>
U.S.	716,819	7		Integrated loader-tractor-backhoe.
Australia	A202330			Earth moving machines, mobile excavators, loaders and backhoes.
Brazil	006803334			Earth moving machines, mobile excavators, loaders and backhoes.
<u>Mark:</u>	K Logo			
<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>
Argentina	1,633,407	7		Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories therefor.

**KOEHRING CRANES, INC.**

<u>Mark:</u>	<u>K Logo</u>			<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
				Australia	674,040	7		Material handling equipment; cranes, excavators, aerial work platforms, manlifts, boom lifts including construction boom lifts and knuckle boom lifts, scissor lifts, container handlers, stackers, parts and accessories for all the foregoing.	9/29/2005
				Benelux	586.353	7	11/22/95	Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories therefor.	11/22/2005
				Brazil	818965401	7	12/6/95	Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories therefor.	
				Brazil	006987281	7		Machines equipments and industrial devices in general, transportation, storage, hoisting and towing equipment.	9/25/99
				Canada	277,379	7		Machines used in the construction and mining industries, namely, heavy machines for excavating, earthboring, drilling, pile driving, compacting, lifting, screening and material handling; machines used in the pulpwood industry, namely, heavy machines for log handling, grinding, and harvesting; fluid power elements	3/4/2013

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**K Logo**

Appl:n/Reg. No.

**Filed**

**Goods**

**Renewal Due**

277,379

7

and controls, namely, valves, fluid joints, hydraulic cylinders, hydraulic pumps, hydraulic motors and hydrostatic transmission controls.

**484,468**

7

**Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories**  
**therefor.**

7/15/2007

**96166556**

7, 12

**Cranes, excavators, stackers, lift trucks, manlifts, aerial work platforms.**

11/27/05

568,282

7, 9, 11

Construction, road building and maintenance, excavating, material handling, drilling, pile driving, agricultural, woodlands and pulpwood machinery; fluid power elements and controls; heating apparatus

2/15/99

**RM96C002478**

2

**Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories**  
**therefor.**

6/3/96

**1,016,525**

7, 12

Motorized buggies for moving and lifting of construction and other materials; excavators, cranes, ditching or trenching machines; and parts of all the foregoing.

7/22/2005

390-96

7

**Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories therefor.**

1/16/96

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**KOEHRING CRANES, INC.**

**Mark:** K Logo

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
Venezuela	106,554-F	7		Construction, road-building and maintenance excavating, material handling, drilling, pile driving, woodlands, and pulpwood machinery, fluid power elements and controls, agricultural machinery; heating apparatus.	2/14/99

**Mark:** KOEHRING

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
Argentina	1,525,596	7		Cranes, excavators, tug vehicles, machines used for lifting cement; paving machines	5/31/2004
Australia	674,041	7		Cranes, excavators, material handling equipment aerial work platforms, manlifts, boom lifts including construction boom lifts and knuckle boom lifts, scissor lifts, container handlers, stackers; parts and accessories.	09/29/2005
Benelux	586,354	7		Cranes, excavators, material handling equipment, manlifts, aerial work platforms, parts and accessories therefor.	11/22/2005
Brazil	003579417	7		Cranes, excavators, lift trucks, drag-direction loaders, pivoted loaders and tree trunk loaders.	8/19/97 - done

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KOEHRING CRANES, INC.

Mark: KOEHRING

<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
Canada	474,754	7		Cranes, excavators, material handling equipment, namely, hydraulic scrap handlers, container handlers and stackers; manlifts, aerial work platforms, parts and accessories therefor.	04/15/2012
Chile	324,424	7		Construction, excavating & material handling, drilling and agricultural machinery; crawlers, cranes, harvesting machines, road compactors, spreaders, concrete vibrators; concrete finishing machines; ditching machines, forklift trucks and water well drilling machines.	10/23/97 To Be Abandoned
Finland	65,675	7, 12		Cranes, excavators, hydraulic drilling machines, harvesting machines, scrapers, concrete mixers, ditching machines, spreaders, pulpwood machines; Trucks; tractors, trailers, carriers & parts therefor.	10/20/2006
France	1,398,975	7, 12		Machines and machine tools, motors, vehicles, apparatus for locomotion by land, air or water.	3/16/97 (renewal applied)
France	96/645.288	7, 12	10/10/96	Cranes, excavators, material handling equipment, namely, stackers and lift trucks, manlifts and aerial work platforms.	
Italy	721212	7		Cranes, excavators, material handling equipment, manlifts, aerial work platforms and parts and accessories therefor.	12/11/2005 - Use by 7/29/2002

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KOEHRING CRANES, INC.

Mark: KOEHRING

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>Filed</u>	<u>Goods</u>	<u>Renewal Due</u>
Peru	74,527	12		Vehicles; apparatus for locomotion by land, air or water.	4/27/03
Peru	74,529	7		Construction equipment; cranes, excavators, material handling equipment, agricultural and pulpwood machinery.	4/27/03
U.S.	534,178	7		Power excavating shovels, excavating pull shovels, cranes, ditching and trenching machines.	12/5/2000
Venezuela	391-96	7	1/16/96	Cranes, excavators, material handling equipment, manifolds, aerial work platforms, parts and accessories therefor.	

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KOEHRING CRANES, INC.

Mark: LORAIN

<u>Country</u>	<u>Appln/Reg. No.</u>	<u>Class(es)</u>	<u>File Date</u>	<u>Goods</u>	<u>Renew</u>
Argentina	1,107,491	12		Vehicles for locomotion	1/2/2005
Argentina	1,631,387	7		All terrain cranes, rough terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescopic boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers and parts therefor.	4/29/2007
Australia	Appl. 674,042	7	9/95	Material handling equipment; cranes, excavators, aerial work platforms, manlifts, boom lifts including construction boom lifts and knuckle boom lifts, scissor lifts, container handlers, stackers; parts and accessories for all of the foregoing.	
Benelux	47,026	7		Power cranes, power shovels, power dragline machines, earth moving and material handling machines.	12/31/97 (Renewed)
Brazil	001953788	7		All terrain cranes, rough terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescopic boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers, and parts therefor.	12/31/96 (Renewed)
Canada	245,182	7		Cranes and excavators	5/23/2010
Chile	485,358	7		All terrain cranes, rough terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescopic boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers, and parts therefor.	7/15/2007

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**KOEHRING CRANES, INC.**

**Mark: LORAIN**

<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>File Date</u>	<u>Goods</u>	<u>Renew</u>
Colombia	16,034	Cl. 7		Cranes, excavators, etc.	12/7/2003
Colombia	16,034A	Cl. 12		Vehicles	12/7/2003.
Costa Rica	7204/23853	Cl. 7		Mechanical cranes, mechanical shovels, mechanical apparatus for dredging and excavating.	9/30/98
CTM - Euro. Community Trmk. (AUS, BEN, DEN, FIN, FRA, GER, UK, ITA, SP, SW, PG, GR, IRE, SWE)	257246	Cl. 7	5/3/96	All terrain cranes, rough terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescopic boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers, and parts therefor.	
Dominican Republic	4918	Cl. 16		Power shovels, cranes, hoes and components thereof.	11/25/2003
Ecuador	247/43			Power cranes and shovels, power draglines, power clamshells, digging and excavating machinery, locomotive cranes and motorcranes, machines, apparatus and elements of transportation in general.	10/4/2003
El Salvador	94/127	Cl. 7		Power cranes and shovels, power draglines, power clamshells, digging and excavating machines, parts and accessories thereof, locomotive cranes and motorcranes, machines, apparatus and elements of transportation in general.	5/4/2010
Finland	33258	Cl. 7		Power cranes, power shovels and power draglines.	12/8/98

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KOEHRING CRANES, INC.

Mark: LORAIN

<u>Country</u>	<u>Appn/Reg. No.</u>	<u>Class(es)</u>	<u>File Date</u>	<u>Goods</u>	<u>Renew</u>
France	1,215,131	Cl. 7		Cranes and excavators.	8/22/2002
Great Britain	B997404	Cl. 7		Cranes for use in earth moving, excavation, land clearing, road building, construction, and parts thereof.	8/23/2007
Honduras	45,694	Cl. 12		Locomotive and moto-cranes, machinery apparatus and elements of transportation, parts and accessories.	12/17/2005
Italy	351,722	Cl. 7		Power cranes, power shovels, power dragline machines, earth moving and material handling machines.	10/25/97 - done
Japan	446,345	Cl. 17		Power cranes, power shovels, power draglines, power clamshells, digging and excavating machinery.	06/16/2004
Saudi Arabia	Reg. 393/41	Cl. 7		All terrain cranes, rough terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescopic boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, stackers, and parts therefor.	09/03/2005
Spain	329,829	Cl. 7		Power dragline machines, excavating machines, earth moving and material moving machines.	10/2/98 - to be renewed

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KOEHRLING CRANES, INC.

Mark: LORAIN

<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>File Date</u>	<u>Goods</u>	<u>Renew</u>
U.S.	1,993,441	Cl. 7		All terrain cranes, rough terrain cranes, truck cranes, carrier-mounted hydraulic cranes, telescopic boom cranes, industrial cranes, aerial work platforms, construction boom lifts, knuckle boom lifts, scissor lifts, container handlers, slackers, and parts therefor.	Sec. 8 & 15 due between 8/13/2001-8/13/2002. Renewal due 8/13/2006
Venezuela	14,588	Cl. 23		Power cranes, shovels and draglines.	1/26/2004

Mark: SKRAPPER

<u>Country</u>	<u>AppIn/Reg. No.</u>	<u>Class(es)</u>	<u>File Date</u>	<u>Goods</u>	<u>Renew</u>
U.S.	1,066,083	7		Hydraulic material handling cranes.	5/24/2007



**KOEHRING CRANES, INC.**

<b>Mark:</b>	<b>MARKLIFT</b>		
<u><b>Country</b></u>	<u><b>Appln/Reg. No.</b></u>	<u><b>Filing Date</b></u>	<u><b>Renewal Due</b></u>
Australia	B324946		12/12/99
Benelux	345584		4/27/97 - renewed
China (ROC)	148376		1/31/01
Denmark	3049/1977		10/07/2007
ECT - Europe	134700	4/1/96	
France	1413948		6/15/2007
Germany	975-319		4/27/97 - renewed
Japan	2450690 (Katakana)		8/31/2002
Japan	2365846		12/25/2001
Korea	221536		9/17/2001
Spain	920082		4/21/2000
Switzerland	148376		1/31/01
United Kingdom	1,333,267		1/25/04
U.S.	1,118,088		5/15/99
Venezuela	105-163		11/18/98

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Trademarks

<b>SQUARE SHOOTER</b>				
<b>Trademark:</b>	<u>Registration No.</u>	<u>Class</u>	<u>Goods</u>	<u>Renewal Due</u>
<u>Country</u>	1,494,138	Int. 12	Vehicles; namely, heavy-duty lift trucks.	June 28, 2008
U.S.				
<b>BPI and Design</b>				
<b>Trademark:</b>	<u>Registration No.</u>	<u>Class</u>	<u>Goods</u>	<u>Renewal Due</u>
<u>Country</u>	1,540,382	Int. 12	Heavy-duty lift trucks.	May 23, 2009
U.S.				

# PAYHAULER CORPORATION

## U.S. Trademark Registrations

MARK	REG. NO.	REG. DATE	GOODS	STATUS	COMMENTS
PAYHAULER	633520	28 AUG 1956	Class 12 - Motor trucks and parts thereof.	Renewed	\$8/15 Declaration filed and accepted. Next renewal due 28 AUG 2006.
PAYHAULER and Design	1577646	16 JAN 1990	Class 12 - Off-highway trucks for construction and industrial use.	Cancelled	Registration cancelled under §8. (A Declaration of Use was not filed by the sixth year anniversary date)
P (Stylized)	1287860	31 JUL 1984	Class 12 - Motor Trucks and structural parts therefor.	Registered	\$8/15 Declaration filed and accepted as of October 5, 1989. Renewal due 31 JUL 2004.
APRONGATE and Design	1522540	31 JAN 1989	Class 12 - Tailgate used for off-highway vehicles for hauling and dumping.	Registered	\$8/15 Declaration filed and accepted as of September 21, 1995. Renewal due 31 JAN 2009.
THE MEAN MACHINE	1587674	20 MAR 1990	Class 12 - Off-highway trucks for construction and industrial use.	Cancelled	Registration cancelled under §8. (A Declaration of Use was not filed by the sixth year anniversary date)

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Schedule VI  
To Security Agreement

Excluded Promissory Notes

1. Intercompany Demand Note, dated as of May 9, 1995, made by P.P.M S.A. to Terex Corporation (\$56,861,000).
2. Intercompany Demand Note, dated as of May 9, 1995, made by PPM Krane GmbH to Terex Corporation (\$733,000).
3. Intercompany Demand Note, dated as of May 9, 1995, made by P.P.M. S.A. to Terex Corporation (\$733,000).

## EXECUTION COPY

SUPPLEMENT NO. 1 dated as of July 31, 1998, 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, Unit Rig (Australia) Pty. Ltd., a company organized under the laws of New South Wales, and P.P.M. Sp.A., a company organized under the laws of the Republic of Italy, 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 performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting

creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

**SECTION 3.** This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

**SECTION 4.** The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

**SECTION 5.** Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7.** In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 8.** All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

**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.

THE AMERICAN CRANE CORPORATION,

by

  
Name: **ERIC COHEN**  
Title: **VICE PRESIDENT**  
Address: 202 Raleigh Street  
Wilmington, N.C. 28412

(Corporate Seal)

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by

  
Name: BILL O'DALY  
Title: VICE PRESIDENT

by

  
Name: KRISTIN LEPRI  
Title: ASSOCIATE

**SCHEDULE I**  
**to Supplement No. 1 to the**  
**Security Agreement**

**LOCATION OF COLLATERAL**

**Description**

**Location**

Chief Executive Office

202 Raleigh Street  
New Hanover County  
Wilmington NC 28412

Inventory

McDermott International  
2317 Highway 662 South  
Amelia, LA 70340



## EXECUTION COPY

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

performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

**SECTION 2.** The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

**SECTION 3.** This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

**SECTION 4.** The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor, (b) set forth on Schedules II, III, IV and V attached hereto is a true and correct schedule of any and all Intellectual Property of the New Grantor and (c) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

**SECTION 5.** Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7.** In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 8.** All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

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 MORGAN  
Title: VICE PRESIDENT

**SCHEDULE I**  
**to Supplement No. 2 to the**  
**Security Agreement**

**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**

**SCHEDULE II**  
**to Supplement No. 2 to the**  
**Security Agreement**

**COPYRIGHTS**

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

SCHEDULE III  
to Supplement No. 2 to the  
Security Agreement

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.					

**SCHEDULE IV  
to Supplement No. 2 to the  
Security Agreement**

**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**

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

**SCHEDULE V  
to Supplement No. 2 to the  
Security Agreement**

**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. 3 dated as of August 26, 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 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. 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. Each undersigned Subsidiary (a "*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 each New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, each New Grantor by its respective signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each 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, each New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of each such New Grantor's right, title and interest in and to the Collateral of each such New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of each such New Grantor, (b) set forth on Schedules II, III, IV and V attached hereto is a true and correct schedule of any and all Intellectual Property of each such New Grantor and (c) set forth under its signature hereto, is the true and correct location of the chief executive office of each such New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

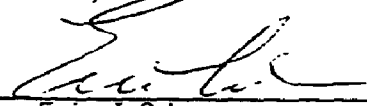
SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to each New Grantor shall be given to it at the address set forth under its respective signature below.

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, each 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.

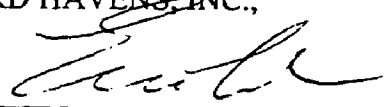
CEDARAPIDS, INC.,

by

  
Name: Eric I Cohen  
Title: Vice President & Secretary  
Address: 916 16th Street, N.E.  
Cedar Rapids, IA 52402

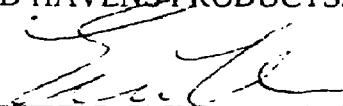
STANDARD HAVENS, INC.,

by

  
Name: Eric I Cohen  
Title: Senior Vice President & Secretary  
Address: 916 16th Street, N.E.  
Cedar Rapids, IA 52402

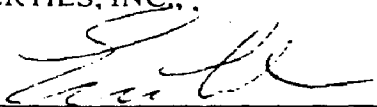
STANDARD HAVENS PRODUCTS, INC.,

by

  
Name: Eric I Cohen  
Title: Vice President & Secretary  
Address: 916 16th Street, N.E.  
Cedar Rapids, IA 52402


S H PROPERTIES, INC.,

by

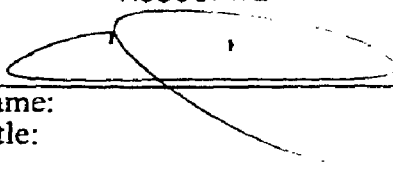
  
Name: Eric I Cohen  
Title: Vice President & Secretary  
Address: 916 16th Street, N.E.  
Cedar Rapids, IA 52402

CREDIT SUISSE FIRST BOSTON,  
as Collateral Agent,

by

  
Name: KRISTIN LEPRI  
Title: ASSOCIATE

by

  
Name:  
Title:

LOCATION OF COLLATERAL

<u>Description</u>	<u>Location</u>
All types of Collateral	916 16th Street, N.E. Cedar Rapids, IA 52402
Inventory, Equipment and Documents	401 12th Avenue, S.E. Cedar Rapids, IA 52403
Inventory, Equipment and Documents	500 Industrial Drive Glasgow, MO 65254
Inventory	Certain dealers of the New Grantors may hold inventory of the New Grantors, arising out of delivery of inventory to such dealers by the New Grantors under consignment arrangements. These amounts are immaterial in the aggregate and arise in the ordinary course of business.

COPYRIGHTS

See attached schedule.



CEDARAPIDS  
U.S. COPYRIGHTS

Owner	Title	Registration Date	Registration Number
Cedarapids, Inc.	CompuSoil software	10/08/93	TX3612046
Cedarapids, Inc.	LJGlobals	02/29/88	TX2406229
Cedarapids, Inc.	Servicing the RC54 Rollercone	10/16/89	TX2680561
Standard Havens, Inc.	Asphalt recycling savings calculator	03/26/82	VA101580

LICENSES

1. Patent License Agreement between Robert C. Milek (Licensor) and Cedarapids, Inc. (Licensee), dated as of September 29, 1995, relating to Mixers.  
Patent numbers: 5380085, 5429434.  
Patent application numbers: 226501, 308079.
2. Patent License Agreement between Gencor Industries, Inc. (Licensee), and Cedarapids, Inc. (Licensor), dated as of September 28, 1994, relating to a Countercurrent Drum Mixer Asphalt Plant.  
Patent number: 4,787,938.
3. Patent License Agreement between Sauer Sundstrand (Licensee), and Cedarapids, Inc. (Licensor), entered into in 1991, relating to an Ultrasonic Grade and Auger Control.  
Patent number(s): To be provided later.

PATENTS

See attached schedule.

CEDARAPIDS  
U.S. ISSUED PATENTS

Internal Filing Numbers	Patent Number	Title	Inventor(s)	Issue Date	Expected Expiration
36983	4318619	METHOD OF AND APPARATUS FOR ASPHALTIC CONCRETE HOT MIX RECYCLING	SCHLARMANN, P	3/9/82	Expired
37163	4351490	POWER DRIVE STRUCTURE FOR ROTATING THREADEDLY SUPPORTED ROCK CRUSHER BOWLS	JOHNSON, L	9/20/82	4/16/00
36984	4395129	FEED SYSTEM FOR ASPHALT RECYCLING DRUM	MUSIL, J	7/26/83	7/26/00
36985	4422848	HEAT SHIELDS FOR DRUM AGGREGATE DRIERS AND ASPHALTIC DRUM MIXERS	MUSIL, J	12/27/83	12/27/00
36986	4454994	LOAD BEARING SURFACE	JOHNSON ET AL.	6/19/84	2/4/02
36987	4571112	JOINT ASSEMBLY	JOHNSON ET AL.	2/18/86	3/16/04
36988	4600377	REFRACTORILESS LIQUID FUEL BURNER	MUSIL, J	7/15/86	5/29/05
36989	4699326	VERTICAL SHAFT IMPACT CRUSHER WITH SPLIT TUB	WARREN, G	10/13/87	10/13/04
36990	4702642	EXTENSIBLE SCREEN ASSEMBLY FOR A BITUMINOUS PAVER	MUSIL, J	10/27/87	7/25/06
36991	4717084	HYDRAULIC SYSTEM FOR REMOTE OPERABLE CONE CRUSHERS	VENDELIN ET AL.	1/5/88	12/22/06
36992	4734028	ADAPTER FOR CONVERTING AN OIL BURNER HEAD FOR BURNING OF PULVERIZED COAL	MUSIL, J	3/29/88	9/22/06
36993	4773604	SEAT MEMBER FOR GYRATORY ROCK CRUSHER BOWLS	JOHNSON, L	9/27/88	7/13/07
36994	4787938*	COUNTERCURRENT DRUM MIXER ASPHALT PLANT	HAWKINS, M	11/29/88	6/30/06
36995	4801218	THREE-POINT SUSPENSION FOR BITUMINOUS PAVERS	MUSIL, J	1/31/89	1/20/07
36996	4813784	REVERSE FLOW POST-MIXER ATTACHMENT AND METHOD FOR DIRECT-FIRED ASPHALTIC CONCRETE DRUM MIXERS	MUSIL, J	3/21/89	8/25/07
36997	4860915	BAGHOUSE WITH INTEGRAL WALL STIFFENERS	CLEMENTS, J	8/29/89	7/20/07
36999	4919348	DUST SEAL FOR GYRATORY ROCK CRUSHERS	JOHNSON ET AL.	4/24/90	10/10/09
37000	4919349	DUST SEAL FOR GYRATORY ROCK CRUSHERS	JOHNSON ET AL.	4/24/90	10/10/09
37001	4925114	IMPELLER BAR INSTALLATION AND REPOSITIONING MEANS FOR IMPACT CRUSHERS HAVING "OPEN" TYPE ROTORS	OSTERGAARD, D	5/15/90	4/15/08
37002	4940334 Division of 4813784	REVERSE FLOW MIXING METHOD FOR DIRECT-FIRED ASPHALTIC CONCRETE DRUM MIXERS	MUSIL, J	7/10/90	8/25/07
37003	4946283	APPARATUS FOR AND METHODS OF PRODUCING A HOT ASPHALTIC MATERIAL	MUSIL, J	8/7/90	6/16/09
37004	4948292	PAVING MACHINE HAVING TRANSVERSELY AND LONGITUDINALLY ADJUSTABLE GRADE SENSORS	HAVEN ET AL.	8/14/90	7/24/09
37005	5002398 Division of 4946283	APPARATUS FOR AND METHODS OF PRODUCING A HOT ASPHALTIC MATERIAL	MUSIL, J	3/26/91	6/16/09
37006	5004169	IMPELLER BAR ASSEMBLY WITH ADJUSTABLE LOCKING MECHANISM	OSTERGAARD, D	4/2/91	11/22/09
*Claims are canceled as result of Reexamination					

[NYCORP-903088.1]

**CEDARAPIDS  
U.S. ISSUED PATENTS**

37007	5004394	VEHICLE POSITIONING METHODS AND APPARATUS WITH IMPACT DAMPER	GOODWIN ET AL.	4/2/91	12/8/09
37008	5005772	IMPELLER BAR INSTALLATION AND REPOSITIONING MEANS FOR IMPACT CRUSHERS HAVING OPEN TYPE ROTORS	OSTERGAARD, D	4/9/91	4/15/08
37009	5033863	METHOD AND ARRANGEMENT OF FLIGHT ATTACHMENT	LINKLETTER, D	7/23/91	2/6/10
37010	5067254	METHOD AND APPARATUS FOR MODIFYING A VEIL OF MATERIALS IN A DRUM OF A DRYING APPARATUS	LINKLETTER ET AL.	11/26/91	5/25/10
37011	5083714	VERTICAL SHAFT IMPACT CRUSHER HAVING A VERTICALLY ADJUSTABLE FEED TUBE	VENDELIN ET AL.	1/28/92	4/29/11
37012	5090813	DUAL DRUM RECYCLE ASPHALT DRYING AND MIXING METHOD AND APPARATUS	MCFARLAND ET AL.	2/25/92	7/23/10
37013	5100277	METHOD OF AND APPARATUS FOR TRANSFERRING MATERIALS	MUSIL, J	3/31/92	12/8/09
37014	5111569 Divisional of 5004169	METHOD OF LOCKING AN IMPELLER BAR AGAINST A SEAT	OSTERGAARD, D	5/12/92	11/22/09
37015	5174650 Divisional of 5090813	DUAL DRUM RECYCLE ASPHALT DRYING AND MIXING METHOD AND APPARATUS	MCFARLAND ET AL.	12/29/92	7/23/10
37016	5192204	DUAL ATOMIZING MULTIFUEL BURNER	MUSIL, J	3/9/93	3/20/12
37017	5193935	SOIL DECONTAMINATION APPARATUS AND METHODS OF DECONTAMINATING SOIL	MUSIL, J	3/16/93	1/7/11
37018	5197848 Divisional of 5100277	METHODS OF AND APPARATUS FOR TRANSFERRING MATERIALS	MUSIL ET AL.	3/30/93	3/30/10
37019	5286138 Divisional of 5004394	VEHICLE POSITIONING METHODS AND APPARATUS WITH IMPACT DAMPER	GOODWIN, J	2/15/94	2/15/11
37020	5301170	ULTRASONIC SENSOR MOUNTING DEVICE	JAMES, R	4/5/94	12/2/12
37021	5312053	CONE CRUSHER WITH ADJUSTABLE STROKE	GANSER, W	5/17/94	1/7/13
37022	5338188	RADIANT HEAT ROTARY VOLATILIZER	YOCUM, G	8/16/94	8/16/11
37023	5350125	CONE CRUSHER WITH PERIPHERALLY DRIVEN GYRATORY HEAD	CLARK	9/27/94	7/1/13
37024	5350252 Continuation of 5193935	SINGLE DRUM MULTIPLE SOIL REMEDIATION AND CLASSIFICATION APPARATUS AND METHOD	MUSIL ET AL.	9/27/94	9/27/11
37025	5356238	PAVER WITH MATERIAL SUPPLY AND MAT GRADE AND SLOPE QUALITY CONTROL APPARATUS AND METHOD	MUSIL ET AL.	10/18/94	3/10/13
37026	5388985	BURNER ASSEMBLY WITH FUEL PRE-MIX AND COMBUSTION TEMPERATURE CONTROLS	MUSIL, J	2/14/95	12/22/12
37027	5393501	MATERIAL REMEDIATION IN MULTI-FUNCTION HEATING DRUM	CLAWSON, L	2/28/95	10/13/13
37028	5401115 Divisional of 5356238	PAVER WITH MATERIAL SUPPLY AND MAT GRADE AND SLOPE QUALITY CONTROL APPARATUS AND METHOD	MUSIL ET AL.	3/28/95	3/10/13
37029	5415539	BURNER WITH DISPENSING FUEL INTAKE	MUSIL, J	5/16/95	2/9/14
37030	5455005 Divisional of 5393501	MATERIAL REMEDIATION IN MULTI-FUNCTION HEATING DRUM	CLAWSON, L	10/3/95	10/13/13
37031	5470146 Continuation of 4787938	COUNTERCURRENT DRUM MIXER ASPHALT PLANT	HAWKINS, M	11/28/95	11/28/12
37032	5511900	REVERSIBLE HANDEDNESS SCREED CONTROL DEVICE	MACKU, C	4/30/96	12/15/14

[NYCORP-903086.1]

CEDARAPIDS  
U.S. ISSUED PATENTS

37033	5599134	ASPHALT PAVER WITH COMPACTION COMPENSATING SYSTEM	MACKU ET AL.	2/4/97	9/15/15
37034	5620249	COMPACT ENCLOSABLE ASPHALT PLANT	MUSIL, J	4/15/97	9/18/16
36960	5634712	ASPHALT PLANT WITH GAS CONTAINMENT SYSTEM	MUSIL, J	6/3/97	8/9/15
36962	5658094	ENERGY RECUPERATIVE SOIL REMEDIATION SYSTEM	CLAWSON, L	8/19/97	1/5/16
36965	5664882	SYSTEM FOR CONCURRENTLY REMEDIATING CONTAMINATED SOIL AND PRODUCING HOT MIX ASPHALT	GREEN ET AL.	9/9/97	4/4/16
36964	5667298	PORTABLE CONCRETE MIXER WITH WEIGH/SURGE SYSTEMS	MUSIL, J	9/16/97	1/16/16
36972	5702201 Continuation of 5599134	METHOD FOR COMPENSATING DIFFERENTIAL COMPACTION IN AN ASPHALT PAVING MAT	MACKU ET AL.	12/30/97	9/15/15
36968	5718390	GYRATORY CRUSHER	GANSER ET AL.	2/17/98	3/18/16
36971	5718391	GYRATORY CRUSHER HAVING DYNAMICALLY ADJUSTABLE STROKE	MUSIL, J	2/17/98	10/15/16
36976	5799886	GYRATORY CRUSHER HAVING THERMAL RELIEF SYSTEM	MUSIL ET AL.	9/1/98	3/18/16
36974	5803382	GYRATORY CRUSHER HAVING CORRUGATION-LIKE-SEAL	GANSER ET AL.	9/8/98	3/18/16
36977	5810268 Divisional of 5718390	GYRATORY CRUSHER HAVING EASILY REMOVABLE MANTEL STUD	GANSER ET AL.	9/22/98	3/18/16
36959	5820257	ASPHALT PLANT HAVING SILO WITH DYNAMIC INPUT AND OUTPUT MASS MONITORING DEVICES	MUSIL, J	10/13/98	7/30/16
36960	5829871 Divisional of 5634712	ASPHALT PLANT WITH GAS CONTAINMENT SYSTEM AND METHOD	MUSIL, J	11/3/98	8/9/15
36966	5857804	ASPHALT PAVER HAVING AUGER EXTENSIONS FOR EXTENDED SCREEDS	MUSIL, J	1/12/99	8/20/16
36929	5875981 Divisional of 5718390	GYRATORY CRUSHER HAVING TRAMP IRON RELIEF SYSTEM	GANSER ET AL.	3/2/99	3/18/16
36959	5927623	GYRATORY CRUSHER WITH AUTOMATIC CONTROL	FERGUSON ET AL.	7/27/99	7/27/17

[NYCORP-903088.1]

CEDARAPIDS  
U.S. PATENT APPLICATIONS

Internal Filing Numbers	Serial Number	Title	Inventor(s)	Filing Date
36961	08/657977	SOIL REMEDIATION SYSTEM HAVING HEAT	STIMSON ET AL.	5/30/96
36975	08/786034	GYRATORY CRUSHER	GANSER ET AL.	1/21/97
36963	08/918089	ASPHALT PAVER WITH REMIXING CONVEYOR	MACKU, C	8/25/97
36970	08/997054	CONE CRUSHER HAVING POSITIVE HEAD HOLD	MUSIL, J	10/17/97
	09/045212	ASPHALT PLANT HAVING CENTRALIZED MEDIA	STIMSON, M	3/20/98
	09/045296	TENSIONING DEVICE FOR A TRACKED VEHICLE	GOODWIN, J	3/20/98
	09/045751	EDGE COMPACTING DEVICE FOR AN ASPHALT	EMERSON, J	3/20/98
	09/135503	ASPHALT PAVER WITH REMIXING CONVEYOR	MACKU, C	8/17/98
	09/165226	ADDITIVE INJECTION DEVICE FOR PAVING	MACKU, C	10/1/98
	09/182257	GYRATORY CRUSHER HAVING TRAMP IRON	GANSER, W	10/29/98
	09/273587	TABLE REINFORCING RING FOR A VERTICAL...	YOUNG ET AL.	3/22/99
	09/273790	SHOE MOUNTING BRACKET FOR A VERTICAL...	YOUNG ET AL.	3/22/99
	09/272934	DOUBLE WEDGE KEY PLATES FOR JAW CRUSHER	OSTEGAARD ET AL.	3/20/99
	09/272991	PULL WEDGES FOR A JAW CRUSHER	OSTERGAARD ET AL.	3/20/99
	09/274712	APPARATUS FOR CONTROLLING THE ADJUSTING RODS OF A CRUSHER	YOUNG ET AL.	3/22/99
	09/272993	ADJUSTABLE FEED PLATE FOR A HORIZONTAL SHAFT IMPACTER	YOUNG ET AL.	3/20/99
	09/272992	HYDRAULICALLY ASSISTED BREAKER PLATE ADJUSTER FOR HORIZONTAL SHAFT IMPACTER	YOUNG ET AL.	3/20/99
	09/274161	LUBRICATING SYSTEM FOR VIBRATORY APPARATUS	OSTERGAARD ET AL.	3/22/99
	09/273432	WHEEL CASE FOR A VIBRATING APPARATUS SCREEN	OSTERGAARD ET AL.	3/22/99

[NYCORP-903088.1]

**CEDARAPIDS  
FOREIGN ISSUED PATENTS**

Internal Filing Numbers	Patent Number	Title	Inventor(s)	Issue Date	Country
36993	557477	SEAT MEMBER FOR GYRATORY ROCK CRUSHER BOWLS	JOHNSON	9/12/83	AUSTRALIA
36989	569405	VERTICAL SHAFT IMPACT CRUSHER WITH SPLIT TUB	WARREN	7/29/85	AUSTRALIA
36991	579784	HYDRAULIC SYSTEM FOR REMOTE OPERABLE CONE CRUSHER	VENDELIN	12/9/87	AUSTRALIA
37001	615281	IMPELLER BAR INSTALLATION AND REPOSITIONING MEANS FOR IMPACT CRUSHERS HAVING "OPEN" TYPE ROTORS	OSTERGAARD	10/19/89	AUSTRALIA
37180	1159425	APPARATUS FOR READY CONVERSION OF CRUSHING CAVITY CONFIGURATION IN A CONE CRUSHER	ALFORD	12/27/83	CANADA
37163	1171829	POWER DRIVE STRUCTURE FOR ROTATING THREADEDLY SUPPORTED ROCK CRUSHER BOWLS	JOHNSON	7/31/84	CANADA
36985	1193857	HEAT SHIELDS FOR DRUM AGGREGATE DRIERS AND ASPHALTIC DRUM MIXERS	MUSIL	9/24/85	CANADA
37166	1207120	PORTABLE ASPHALT STORAGE SILO	MUSIL	7/8/86	CANADA
36988	1233403	REFRACTORILESS LIQUID FUEL BURNER	MUSIL	3/1/88	CANADA
36989	1237409	VERTICAL SHAFT IMPACT CRUSHER WITH SPLIT TUB	WARREN	5/31/88	CANADA
36990	1260752	EXTENSIBLE SCREED ASSEMBLY FOR A BITUMINOUS PAVER	MUSIL	9/26/89	CANADA
36994	1276789	COUNTERCURRENT DRUM MIXER FOR AN ASPHALT PLANT	HAWKINS	1/8/91	CANADA
37177	1280108	METHOD AND APPARATUS FOR MIXING ASPHALT COMPOSITIONS	HEAP	2/12/91	CANADA
36991	1282391	HYDRAULIC SYSTEM FOR REMOTE OPERABLE CONE CRUSHER	VENDELIN	4/2/91	CANADA
36992	1289817	ADAPTER FOR CONVERTING AN OIL BURNER HEAD FOR BURNING OF PULVERIZED COAL	MUSIL	10/1/91	CANADA
36996	1289941	REVERSE FLOW POST-MIXER ATTACHMENT AND METHOD FOR DIRECT-FIRED ASPHALTIC CONCRETE DRUM MIXERS	MUSIL	10/1/91	CANADA
36995	1302439	THREE-POINT SUSPENSION FOR BITUMINOUS PAVERS	MUSIL	6/2/92	CANADA
37004	1313078	PAVING MACHINE HAVING TRANSVERSELY AND LONGITUDINALLY ADJUSTABLE GRADE SENSORS	HAVEN ET AL.	1/26/93	CANADA
37001	1313170	IMPELLER BAR INSTALLATION AND REPOSITIONING MEANS FOR IMPACT CRUSHERS HAVING "OPEN" TYPE ROTORS	OSTERGAARD	1/26/93	CANADA
37003	1313186	APPARATUS AND METHOD FOR PRODUCING A HOT ASPHALTIC MATERIAL	MUSIL	1/26/93	CANADA
36999	2015298	DUST SEAL FOR GYRATORY CRUSHERS	JOHNSON	6/23/98	CANADA
37000	2015299	DUST SEAL FOR GYRATORY ROCK CRUSHERS	JOHNSON	11/5/96	CANADA
37021	2112946	CONE CRUSHER WITH ADJUSTABLE STROKE	GANSER	8/4/98	CANADA
37000	90/10205	DUST SEAL FOR GYRATORY ROCK CRUSHERS	JOHNSON	6/18/93	FRANCE

[NYCORP-903088.1]



CEDARAPIDS  
FOREIGN ISSUED PATENTS

36994	2213398	COUNTERCURRENT DRUM MIXER FOR AN ASPHALT PLANT	HAWKINS	9/4/91	GREAT BRITAIN
36993	1846446	SEAT MEMBER FOR GYRATORY ROCK CRUSHER BOWLS	JOHNSON	6/23/93	JAPAN
36989	212988	VERTICAL SHAFT IMPACT CRUSHER WITH SPLIT TUB	WARREN	8/5/85	NEW ZEALAND
36991	222991	HYDRAULIC SYSTEM FOR REMOTE OPERABLE CONE CRUSHER	VENDELIN	12/18/87	NEW ZEALAND
37001	228746	IMPELLER BAR INSTALLATION AND REPOSITIONING MEANS FOR IMPACT CRUSHERS HAVING "OPEN" TYPE ROTORS	OSTERGAARD	4/14/89	NEW ZEALAND
36993	2127500	SEAT MEMBER FOR GYRATORY ROCK CRUSHER BOWLS	JOHNSON	9/21/83	UNITED KINGDOM

[NYCORP-903088.1]

CEDARAPIDS  
FOREIGN PATENT APPLICATIONS

Internal Filing Numbers	Serial Number	Title	Inventor(s)	Filing Date	Country
36963	2181969	ASPHALT PAVER WITH REMIXING CONVEYOR SYSTEM	MACKU	7/24/96	CANADA
37033	2181970	ASPHALT PAVER WITH COMPACTION COMPENSATION SYSTEM	MACKU	7/24/96	CANADA
36963	9711466	ASPHALT PAVER WITH REMIXING CONVEYOR SYSTEM	MACKU	12/4/96	AUSTRALIA
	19507458-9	DISCHARGE CHUTE	MILEK ET AL.	1/3/95	BRAZIL
	2187655	DISCHARGE CHUTE	MILEK ET AL.	1/3/95	CANADA
	95193010.9	DISCHARGE CHUTE	MILEK ET AL.	1/3/95	CHINA
	964764	DISCHARGE CHUTE	MILEK ET AL.	1/3/95	MEXICO
	2257417	GYRATORY CRUSHER HAVING TRAMP IRON RELIEF SYSTEM	GANSER ET AL.	12/22/98	CANADA
36970	2257360	CONE CRUSHER HAVING POSITIVE HEAD HOLD	MUSIL	Feb-99	CANADA
	2257400	ASPHALT PAVER HAVING AUGER EXTENSIONS	MUSIL	Feb-99	CANADA
	2262281	EDGE COMPACTING DEVICE FOR AN ASPHALT PAVER	EMERSON	2/15/99	CANADA
	2262285	TENSIONING DEVICE FOR A TRACKED VEHICLE	GOODWIN	2/15/99	CANADA
	2262282	ASPHALT PLANT HAVING CENTRALIZED MEDIA BURNER	STIMSON	2/15/99	CANADA

TRADEMARKS

See attached schedule.

**CEDARAPIDS**  
**U.S. REGISTERED TRADEMARKS**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	STATE/ COUNTRY	GOODS
AQUALIZER	1963902	3/26/96	3/26/06	UNITED STATES	NON-CONTACTING MOISTURE SENSING SYSTEMS, NAMELY NON-CONTACT SENSORS AND RELATED CONTROLS FOR DETERMINING AND CONTROLLING MOISTURE CONTENT IN MIXTURES OF SOLID MATERIALS
CEDARAPIDS	1072532	9/6/97	9/6/07	UNITED STATES	ASPHALT PAVERS; ASPHALT PAVEMENT MIXING PLANTS; ROCK CRUSHERS; AGGREGATE PRODUCTION PLANTS; AGGREGATE WASHING PLANTS; MATERIALS HANDLING EQUIPMENT FOR USE IN CONNECTION WITH ASPHALT PAVEMENT MIXING PLANTS AND ROCK CRUSHERS, NAMELY CONVEYORS, SCREENS, FEEDERS, HOPPERS, CHUTES AND ELEVATORS, SOIL COMPACTORS AND COMPONENTS AND PARTS
CEDARWIRE	1357654	9/3/85	9/3/05	UNITED STATES	WOVEN WIRE SIZING SCREENS FOR USE IN PARTICULATE SIZING MACHINES
COMPUCRUSH	1648013	6/18/91	6/18/01	UNITED STATES	COMPUTER PROGRAMS FOR USE IN INDUSTRIAL OPERATIONS RELATING TO STONE AND AGGREGATE PRODUCTION, SUCH COMPUTER PROGRAMS SOLD AS A UNIT WITH INSTRUCTION MANUALS
EL-JAY	777330	9/22/84	9/22/04	UNITED STATES	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT, SUCH AS ROCK CRUSHERS, SCREENING APPARATUS, WASHING APPARATUS, AND FEEDING APPARATUS
FASTACH	1465176	11/17/87	11/17/07	UNITED STATES	SCREED EXTENSIONS FOR BITUMINOUS PAVING MACHINES
GLASGOW BATCHER	1001764	1/14/95	1/14/05	UNITED STATES	ASPHALT MIXING AND HANDLING EQUIPMENT, NAMELY FEED HOPPERS FOR DELIVERING HOT MIX ASPHALT TO STORAGE BINS
HIGHWEIGH & DEVICE MAGNUM	2079959 1867996	7/15/97 12/20/94	7/15/07 12/20/04	UNITED STATES UNITED STATES	PORTABLE CONCRETE MIXING MACHINES ASPHALT MIXING EQUIPMENT, KNOWN AS HOT MIX ASPHALT SYSTEMS, COMPRISING DRUM MIXERS, SCREW, BELT AND DRAG SLAT CONVEYORS, MATERIAL BINS, BAGHOUSES, CONTROL HOUSES, ASPHALT TANKS AND SCALES, ALL SOLD AS A UNIT
MAGNUM & LINE DEVICE	1427200	2/3/87	2/3/07	UNITED STATES	ASPHALT MIXING AND HANDLING PLANTS COMPRISING DRUM MIXERS, SCREW BELT AND DRAG SLAT CONVEYORS, MATERIAL BINS BAGHOUSES, CONTROL HOUSES, ASPHALT TANKS AND SCALES, ALL SOLD AS A UNIT
PLANT DOCTOR & DEVICE	2008454	10/15/86	10/15/06	UNITED STATES	ON-SITE TECHNICAL CONSULTATION AND EVALUATIONS IN THE FIELD OF ASPHALT PLANT OPERATIONS
PLANTVUE	1677435	3/3/92	3/3/02	UNITED STATES	COMPUTER PROGRAMS FOR USE IN COMPUTER-ASSISTED DESIGN PROCESSES AND SUCH COMPUTER PROGRAMS AND INSTRUCTIONAL MANUALS SOLD AS A UNIT
PRO-BAC	2160746	5/26/98	5/26/08	UNITED STATES	ADHESIVES WITH SHOCK ABSORBING CHARACTERISTICS FOR USE IN HEAVY EQUIPMENT, NAMELY ROCK CRUSHERS
QUADRAFUEL	1491024	6/7/88	6/7/08	UNITED STATES	BURNERS FOR CONSTRUCTION AND INDUSTRIAL PURPOSES
ROLLER CONE	723542	11/7/81	11/7/01	UNITED STATES	ROCK CRUSHERS
SH-PARTS IN DOUBLE OVAL	1160637	7/14/81	7/14/01	UNITED STATES	PARTS FOR THE REPAIR AND MAINTENANCE OF ASPHALT PLANTS AND BAGHOUSES, NAMELY, BEARINGS, DRIVE AND POWER-TRANSMITTING CHAINS AND SPROCKETS THEREFOR, WEAR PLATES, MOTORS, SLATS FOR CONVEYORS, FLIGHTING FOR AUGER CONVEYORS AND DRUM MIXERS, GEAR REDUCERS, SHAFTS, IDLER WHEELS, VENTURIS, BAGS AND FILTER CAGES FOR BAGHOUSES, TUBE SHEETS FOR FILTER BAGS, PULLEYS AND MACHINE FAN BELTS

[NYCORP-903088.1]

CEDARAPIDS  
U.S. REGISTERED TRADEMARKS

STRETCH 16	1900350	6/20/95	6/20/05	UNITED STATES	PAVING MACHINES AND COMPONENTS THEREOF, NAMELY SCREEDS USED FOR CONSTRUCTING ROADWAYS AND OTHER HARD SURFACE STRUCTURES FROM ASPHALT AND OTHER CONSTRUCTION MATERIALS
STRETCH 18	1893927	5/16/95	5/16/05	UNITED STATES	PAVING MACHINES AND COMPONENTS THEREOF, NAMELY SCREEDS USED FOR CONSTRUCTING ROADWAYS AND OTHER HARD SURFACE STRUCTURES FROM ASPHALT AND OTHER CONSTRUCTION MATERIALS
STRETCH 20	1454903	9/1/87	9/1/07	UNITED STATES	SCREEDS FOR BITUMINOUS PAVERS
SURG-STOR	922626	10/26/91	10/26/01	UNITED STATES	HOPPER BOTTOM STORAGE TANK FOR HOT ASPHALT MIX
ULTRACONE	1249596	8/30/83	8/30/03	UNITED STATES	ROCK CRUSHERS
CEDARAPIDS	12081	10/31/91	10/31/01	IOWA	ASPHALT PLANTS, PAVERS, EQUIPMENT AND PARTS THEREFOR; CRUSHING PLANTS; EQUIPMENT AND PARTS THEREFOR; MATERIAL HANDLING AND SIZING APPARATUS AND PARTS THEREFOR

[NYCORP-903088.1]

**CEDARAPIDS**  
**FOREIGN REGISTERED TRADEMARKS**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	COUNTRY	GOODS
EL-JAY	A401866	1/3/91	1/3/05	AUSTRALIA	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT
ULTRACONE	B474945	10/20/94	10/20/08	AUSTRALIA	ROCK CRUSHERS AND PARTS AND ACCESSORIES
CEDARAPIDS	266079	1/29/97	1/29/12	CANADA	ASPHALT PAVERS; ASPHALT PAVEMENT MIXING PLANTS; ROCK CRUSHERS; AGGREGATE PRODUCTION PLANTS; AGGREGATE WASHING PLANTS; MATERIAL HANDLING EQUIPMENT FOR USE IN CONNECTION WITH ASPHALT PAVEMENT MIXING PLANTS AND ROCK CRUSHERS, NAMELY, CONVEYORS, SCREENS, FEEDERS, HOPPERS, CHUTES AND ELEVATORS; COMPACTION ROLLERS; SOIL COMPACTORS; AND COMPONENTS AND PARTS
COMMANDER	254425	1/2/96	1/2/11	CANADA	AGGREGATE PROCESSING EQUIPMENT CONSISTING OF CRUSHERS, SCREEN, CONVEYORS, FEEDERS AND DRIVE SYSTEM FOR SAME MOUNTED ON ONE OR MORE MOBILE CARRIAGES
EL-JAY	256273	2/27/96	2/27/11	CANADA	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT, NAMELY ROCK CRUSHERS, SCREENING APPARATUS, WASHING APPARATUS, AND FEEDING APPARATUS
GLASGOW BATCHER	211209	1/9/91	1/9/06	CANADA	ASPHALT MIXING AND HANDLING EQUIPMENT, NAMELY, FEED HOPPERS FOR DELIVERING HOTMIX ASPHALT TO STORAGE BINS
MIX-STOR	254426	1/2/96	1/2/11	CANADA	ASPHALT STORAGE SILOS
ROLLERCON	256743	3/13/96	3/13/11	CANADA	ROCK CRUSHERS
SHS & DEVICE	216018	9/17/91	9/17/06	CANADA	ASPHALT MIXING AND HANDLING EQUIPMENT, NAMELY, MATERIAL TRANSFER CONVEYORS, FEED HOPPERS, AND STORAGE BINS; EVAPORATIVE COOLERS; AND REVERSE PULSE BAGHOUSES. ASPHALT MIXING AND HANDLING EQUIPMENT, NAMELY, MATERIAL TRANSFER CONVEYORS AND FEED HOPPERS. ASPHALT MIXING AND HANDLING EQUIPMENT, NAMELY, STORAGE BINS. POLLUTION CONTROL EQUIPMENT, NAMELY BAGHOUSE AND EVAPORATIVE COOLERS
STANDARD HAVENS AND DEVICE	226429	3/3/93	3/3/08	CANADA	POLLUTION CONTROL EQUIPMENT, NAMELY, BAGHOUSES, ASPHALT MIXING AND HANDLING EQUIPMENT, NAMELY, STORAGE BINS, MATERIAL TRANSFER CONVEYORS AND FEED HOPPERS. ENGINEERING SERVICES IN THE FIELDS OF MATERIAL HANDLING AND AIR POLLUTION CONTROL
SURG-STOR	207222	5/23/90	5/23/05	CANADA	HOPPER BOTTOM STORAGE TANKS FOR HOT ASPHALT MIX
CEDARAPIDS	221340	2/27/95	2/26/05	CHINA	ASPHALT PAVERS; ASPHALT PAVEMENT MIXING PLANTS; ROCK CRUSHERS; AGGREGATE PRODUCTION PLANTS; AGGREGATE WASHING PLANTS; MATERIAL HANDLING EQUIPMENT FOR USE IN CONNECTION WITH ASPHALT PAVEMENT MIXING PLANTS AND ROCK CRUSHERS INCLUDING CONVEYORS, SCREENS, FEEDERS, HOPPERS, CHUTES AND ELEVATORS, SOIL COMPACTORS, ROLLERS, WASTE PROCESSING EQUIPMENT, AND COMPONENTS AND PARTS OF THE FOREGOING

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**CEDARAPIDS**  
**FOREIGN REGISTERED TRADEMARKS**

EL-JAY	221339	2/27/95	2/26/05	CHINA	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT, SUCH AS ROCK CRUSHERS, SCREENING APPARATUS, WASHING APPARATUS, AND FEEDING APPARATUS, AND PARTS AND ACCESSORIES THEREFOR
ROLLERCONCONE	1667272	7/31/91	7/20/01	FRANCE	ROCK CRUSHERS
CEDARAPIDS	B366291	4/12/91	4/12/05	HONG KONG	ASPHALT PAVERS; ASPHALT PAVEMENT MIXING PLANTS; ROCK CRUSHERS; AGGREGATE PRODUCTION PLANTS; AGGREGATE WASHING PLANTS; MATERIAL HANDLING APPARATUS FOR USE IN CONNECTION WITH ASPHALT PAVEMENT MIXING PLANTS AND ROCK CRUSHERS; SOIL COMPACTORS; ROLLERS, WASTE PROCESSING APPARATUS; PART AND FITTINGS
EL-JAY	B366191	4/12/91	4/12/05	HONG KONG	ROCK AND GRAVEL PROCESSING AND HANDLING APPARATUS; PARTS AND FITTINGS
CEDARAPIDS	1933890	2/25/97	2/25/07	JAPAN	INDUSTRIAL MACHINERY AND IMPLEMENTS, PRIME MOVERS AND IMPLEMENTS (EXCLUDING MOTORS), PNEUMATIC AND HYDRAULIC MACHINERY AND IMPLEMENTS, OFFICE MACHINES AND EQUIPMENT (EXCLUDING THOSE BELONGING TO APPLIED ELECTRONICS MACHINERY AND APPARATUS), OTHER MACHINERY AND EQUIPMENT NOT BELONGING TO ANY OTHER CLASSES, PARTS
EL-JAY	1942839	3/27/97	3/27/07	JAPAN	INDUSTRIAL MACHINERY AND ANY OTHER GOODS BELONGING TO THIS CLASS (EXCLUDING OFFICE MACHINES AND EQUIPMENT)
CEDARAPIDS	1968/84	4/25/91	4/25/05	MALAYSIA	ASPHALT PAVERS; ASPHALT PAVEMENT MIXING PLANTS; ROCK CRUSHERS; AGGREGATE PRODUCTION PLANTS; AGGREGATE WASHING PLANTS; MATERIAL HANDLING EQUIPMENT FOR USE IN CONNECTION WITH ASPHALT PAVEMENT MIXING PLANTS AND ROCK CRUSHERS, NAMELY CONVEYORS, SCREENS, FEEDERS, HOPPERS, CHUTES AND ELEVATORS; SOIL COMPACTORS; AND COMPONENTS AND PARTS OF THE FOREGOING, ROLLERS AND WASTE PROCESSING EQUIPMENT
EL-JAY	1967/84	4/25/91	4/25/05	MALAYSIA	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT, SUCH AS ROCK CRUSHERS, SCREENING APPARATUS, WASHING APPARATUS AND FEEDING APPARATUS
EL-JAY	160401	8/13/92	8/13/06	NEW ZEALAND	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT, SUCH AS ROCK CRUSHERS, SCREENING APPARATUS, WASHING APPARATUS, AND FEEDING APPARATUS
CEDARAPIDS	41478	10/17/88	10/17/08	PHILIPPINES	ASPHALT PAVERS; ASPHALT PAVEMENT MIXING PLANTS; ROCK CRUSHERS; AGGREGATE PRODUCTION PLANTS; AGGREGATE WASHING PLANTS; MATERIAL HANDLING EQUIPMENT FOR USE IN CONNECTION WITH ASPHALT PAVEMENT MIXING PLANTS AND ROCK CRUSHERS, NAMELY, CONVEYORS, SCREENS, FEEDERS, HOPPERS, CHUTES AND ELEVATORS; SOIL COMPACTORS; AND COMPONENTS AND PARTS

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CEDARAPIDS  
FOREIGN REGISTERED TRADEMARKS

EL-JAY	66554	11/24/98	11/24/04	PHILIPPINES	ROCK AND GRAVEL PROCESSING AND HANDLING EQUIPMENT, SUCH AS ROCK CRUSHERS, SCREENING APPARATUS, WASHING APPARATUS, AND FEEDING APPARATUS
EL-JAY	149284	4/2/91	4/2/01	SINGAPORE	MACHINES FOR USE IN ROCK AND GRAVEL PROCESSING AND HANDLING (NONE FOR LAND VEHICLES) BEING CRUSHING MACHINES, FEEDING APPARATUS, WASHING APPARATUS AND SEPARATORS

RECORDED: 12/11/2001

TRADEMARK  
REEL: 002405 FRAME: 0562