TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxim Crane Works, L.P.		01/28/2005	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, As Collateral Agent
Street Address:	201 Merrit 7
Internal Address:	P.O. Box 5401
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2492287	AC
Registration Number:	2572910	ANTHONY CRANE RENTAL
Registration Number:	2681621	MAXIM
Registration Number:	2684199	MAXIM
Registration Number:	2684203	MAXIM CRANE WORKS
Registration Number:	2684200	MAXIM CRANE WORKS
Registration Number:	2721237	WHATEVER IT TAKES
Registration Number:	2684198	X
Registration Number:	2292186	CARLISLE
Registration Number:	2290920	CARLISLE
Registration Number:	2291104	CARLISLE CRANES CONSTRUCTION EQUIPMENT EXCAVATING MARINE SERVICES

OP $290.00 2492287

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	02/04/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2005, by **MAXIM CRANE WORKS, L.P.** (*formerly known as* **ANTHONY CRANE RENTAL, L.P.**) (the "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION.**, as Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations (as defined in the First Priority Pledge and Security Agreement).

WITNESSETH:

WHEREAS, reference is made to that certain First Priority Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, (the "Pledge and Security Agreement") among the Grantor, Maxim Crane Works Holdings, Inc. ("Holdings"), certain other parents of company, certain domestic subsidiaries of company and General Electric Capital Corporation, as Collateral Agent.

WHEREAS, Grantor is required to execute and deliver to the Collateral Agent for the benefit of the holders of the First Priority Lien Obligations (as defined in the Pledge and Security Agreement), this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantor hereby grants to the Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which the Grantor is a party (whether Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to any of the following (collectively, the "Excluded Assets") and such Excluded Assets shall not be deemed Trademark Collateral for purposes of this Agreement: any lease, license, contract, property rights or agreement to which the Company or any Subsidiary is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Company or any Domestic Subsidiary therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided, however*, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

[SIGNATURES CONTINUED ON NEXT PAGE]

MAXIM CRANE WORKS, L.P.
By: Maxim Crane Works, LLC., its
General Partner

By: _____
Name: Arthur J. Innamorato, Jr.
Title: Chief Executive Officer

CERTIFICATION OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of February, 2005, personally appeared Arthur J. Innamorato, Jr., who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of MAXIM CRANE WORKS, L.P., a limited partnership, and that he, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act and deed of such corporation as such officer.

_____
Notary Public

My Commission Expires: _____

{seal}

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen A. Vogel, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Oct. 21, 2007
Member, Pennsylvania Association Of Notaries

{WC172203.1 }{WC172203.1 }

TRADEMARK
REEL: 003022 FRAME: 0957

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION
AS COLLATERAL AGENT

By: _____
Name: STEVEN SANICOLA
Title: Its Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

MAXIM CRANE WORKS, L.P.

	76/063,650 06/02/00	2,492,287 09/25/01
ANTHONY CRANE RENTAL	76/069,608 06/14/00	2,572,910 05/28/02
MAXIM	76/023,671 04/11/00	2,681,621 01/28/03
	76/022,648 04/11/00	2,684,199 02/04/03
MAXIM CRANE WORKS	76/023,672 04/11/00	2,684,203 02/04/03
	76/022,767 04/11/00	2,684,200 02/04/03
WHATEVER IT TAKES	76/440,444 08/14/02	2,721,237 06/03/03
	76/022,647 04/11/00	2,684,198 02/04/03
CARLISLE	75/447,096 03/09/98	2,292,186 11/16/99
	75/447,097 03/09/98	2,290,920 11/09/99
"CARLISLE CRANES CONSTRUCTION EQUIPMENT EXCAVATING MARINE SERVICES"	75/538,415 08/18/98	2,291,104 11/09/99