

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CMI Terex Corporation		03/30/2007	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENIE INDUSTRIES, INC.		
<b>Doing Business As:</b>	DBA Terex Load King		
<b>Street Address:</b>	18340 NE 76th Street		
<b>Internal Address:</b>	Attn: Legal Counsel		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73669265	LOAD KING	
<b>Registration Number:</b>	1508019	LOAD KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(425)882-9272		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	425-497-5661		
<b>Email:</b>	anderh@genieind.com		
<b>Correspondent Name:</b>	Heidi Anderson		
<b>Address Line 1:</b>	18340 NE 76th Street		
<b>Address Line 4:</b>	Redmond, WASHINGTON 98052		
<b>NAME OF SUBMITTER:</b>	Heidi Anderson		
<b>Signature:</b>	/heidi anderson/		

OP \$65.00 73669265

Date:

12/05/2007

**Total Attachments: 10**

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**WRITTEN CONSENT OF THE  
DIRECTORS OF  
CMI TEREX CORPORATION**

Pursuant to the Oklahoma Corporation Act

The undersigned, being all of the Directors of CMI Terex Corporation, an Oklahoma corporation (the "Corporation"), acting without a meeting, approve and adopt the following resolutions:

WHEREAS, the Corporation and Terex Corporation, the sole stockholder of the Corporation, desire the Load King division of the Corporation to operate as part of the AWP segment of Terex Corporation;

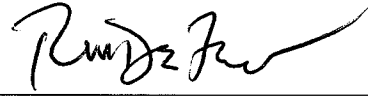
NOW, THEREFORE, BE IT RESOLVED, that it is deemed advisable and in the best interest of the Corporation that the Corporation declare a dividend, consisting of all the assets and liabilities of its Load King division, to Terex Corporation;

FURTHER RESOLVED, that the Corporation hereby declares a dividend consisting of all the assets and liabilities of its Load King division, as described on the attached Schedules A & B, to Terex Corporation, such dividend to be paid on the opening of business on April 1, 2007;


FURTHER RESOLVED, that the appropriate officers of the Corporation be, and hereby are, authorized to execute any and all documents and undertake any and all actions deemed necessary or advisable to accomplish the foregoing resolutions.

[SIGNATURE PAGES TO FOLLOW]

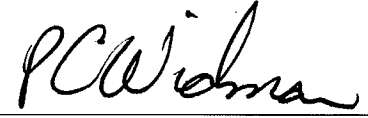
30<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this consent as of the day of March, 2007:



Ronald M. DeFeo



Eric I Cohen



Phillip C. Widman

## SCHEDULE A

### Assets

“Assets” shall include the following assets of the Company:

- (a) All goodwill associated with the Business, as a going concern;
- (b) All rights, title, interest and claims of the Company, as of the Closing Date, under and with respect to all of the assigned contracts, whether or not in writing;
- (c) All intellectual property used in connection with the Business, including, without limitation, all trademarks, logos, service marks, service names, know-how and trade secrets, and the registrations and applications, if any, with respect to any of the foregoing, used in connection with the Business.
- (d) All dies, patterns, jigs and fixtures, tracings, parts, brochures, purchased bills of material, manufacturing process sheets, literature and any other information related to the Business.
- (e) All marketing, sales and promotional literature, all books, records, files, documents, financial records, bills, accounting, internal and audit records, Company client lists and files, and all preprinted materials, art work, documents, and other related tangible items, in the possession of Company and used in the course of the Business;
- (f) Copies of all computer programs, databases and software (including all tangible embodiments thereof), used in the course of the Business, including customer and price lists;
- (g) All of the accounts receivable of the Company existing on the Closing Date;
- (h) All of the tangible personal assets of the Company existing on the Closing Date, including without limitation all of the current inventory (raw materials, in-process, and finished goods), and all manufacturing equipment and tools, of Company related to the Business
- (i) The Real Property to include the 8.33 acres located in Elk Point, SD and the 5 buildings located on said property as follows:
  - Plant #1 (57,200 sq. ft)
  - Plant #2 (11,707 sq. ft)
  - Administrative Office/Jig & Fixture (13,730 sq ft)
  - RM Warehouse #3 (3,431 sq ft)
  - Old Paint Shop (1,560 sq ft)

The Assets are further described on the balance sheet attached hereto and made a part hereof.

Notwithstanding anything to the contrary in this Agreement or any Ancillary Documents, the term Assets shall **not** include: cash or cash equivalents; any rights, claims or interests of Company with respect to any contracts that are not assigned contracts.

## SCHEDULE B

### Assumed Liabilities

Buyer will assume the following liabilities of the Company:

(a) The operating liabilities of the Company, as described on the balance sheet attached hereto and made a part hereof, including accounts payable and other listed liabilities; and

(b) Payment or performance obligations in the ordinary course of business arising out of the assigned contracts.

Assumed Liabilities shall **not** include any other obligations or liabilities of Company, whether direct or indirect, fixed or contingent, unliquidated or liquidated, known or unknown, or otherwise, and of whatsoever kind or nature.

Without limiting the foregoing, assumed liabilities shall exclude, and Buyer shall **not** assume or otherwise be obligated to pay, perform or discharge: any liability or obligations under any Contracts which are not assigned contracts; any federal, state or local tax obligations or liabilities of Company, including any taxes payable as the result of the ownership of the Assets or the conduct of the Business prior to the Closing Date; any liability or obligations under any employee benefit, pension, profit sharing, deferred compensation, welfare or similar plan of Company not reflected on the attached balance sheet; any liability or obligation for the payment of salary, commissions, profit sharing, fees, bonuses or other compensation to employees, agents, representatives or independent contractors of Company arising prior to the Closing Date not reflected on the attached balance sheet; any liability or obligation of Company arising out of or in connection with the negotiation and preparation or the consummation and performance of this Agreement and the transactions contemplated hereby; any liability or obligation which is not part of the Business; any liability or obligation for money borrowed by Company; any liability for product liability claims arising from the conduct of the Business prior to the Closing Date.

**Load King**  
**Consolidated Balance Sheet wRE Details**  
**March, 2007**  
**Actual Year-to-date**

	<u>Intercompany</u> <u>Elimination</u>	<u>Load King</u>
[None]	-	-
<b>Cash &amp; Cash Equivalents</b>	-	3
<b>Restricted Cash</b>	-	-
Total Trade Accounts Receivable	-	3,899
I/C Receivable Allowance	-	-
I/C Accounts Rec.	-	25
HSBC Sold Rec	-	-
Standard Charter Sold Rec	-	-
South Trust Sold Rec	-	-
Other Sold Rec	-	-
Sold Accounts Receivable	-	-
<b>Total Sold Account Receivable</b>	-	-
<b>Total Trade Accounts</b>	-	-
<b>Receivable</b>	-	<b>3,899</b>
Notes Receivable	-	-
Bad Debt Reserves	-	(29)
<b>Net Receivable</b>	-	<b>3,896</b>
Raw Materials	-	4,085
Work In Process	-	302
Total Replacement Parts	-	-
Total Finished Goods - New	-	606
Finished Goods Used	-	-
Misc. Inventory	-	-
<b>Inventory</b>	-	<b>4,993</b>
Reserves	-	(214)
Capitalized PPV	-	3
Capitalized Inv Revaluation	-	-
<b>Net Inventory</b>	-	<b>4,782</b>
Cur. Deferred Tax Assets	-	-
Other Current Assets	-	17
Prepaid External Interest Expense	-	-
<b>Total Current Assets</b>	-	<b>8,698</b>
Property Plant & Equipment	-	2,033
Reserves	-	(259)
<b>Net Fixed Assets</b>	-	<b>1,774</b>
Investment in Consolidated Entities	-	-
Total I/C Notes Receivable	-	-
Debt Issuance Costs	-	-
Goodwill	-	19,022
Other Intangibles	-	-
Patents & Trademarks	-	-
Capitalized Debt Acquisition Costs	-	-
Deferred Stock Warrants	-	-
Prepaid Pension Cost	-	-
Other Intangible Assets	-	-
Accum Amort of Intangible Assets	-	-
Net Interco Trademark	-	-
<b>Intangible Assets</b>	-	<b>19,022</b>
Net Rental and Demo Equipment	-	-
LT Deferred Tax Asset	-	-
Other Assets	-	-
<b>Total Long Term Assets</b>	-	<b>20,796</b>
<b>Total Assets</b>	-	<b>29,494</b>

**Load King**  
**Consolidated Balance Sheet wRE Details**  
**March, 2007**  
**Actual Year-to-date**

	<u>Intercompany</u>	
	<u>Elimination</u>	<u>Load King</u>
Notes Payable & Cur Port of LTD	-	-
Total Trade Accounts Payable	-	2,351
I/C Accounts Payable	-	29
Accrued Comp. & Benefits	-	609
Short Term Unearned Revenue	-	-
Sales Returns Liability	-	-
Customer Advances	-	13
Income Tax Payable	-	-
IC ST Loan wHoldings (Rec)Pay 2	-	-
ST Warranty	-	186
ST Product Liability	-	79
Accrued Interest	-	-
Total Restructuring Reserve	-	-
Cur. Deferred Tax Liabilities	-	-
Cur Liab for Gurantees Provided	-	-
Other Current Liabilities	-	64
IC Royalty (Receivable)/Payable	-	-
<b>Total Current Liabilities</b>	-	<b>3,331</b>
Long Term Debt	-	-
Allocated Debt	-	-
Long Term Unearned Revenue	-	-
I/C Notes Payable	-	-
Lt Warranty	-	-
Lt Product Liability	-	-
Accrued Pension	-	-
LT Income Taxes Payable	-	-
LT Deferred Tax Liabilities	-	-
Other Deferred Liabilities	-	-
LT Liab Guarantees Provided	-	-
IC LT Loan w Holdings RecPay 20	-	4,565
<b>Total Long Term Liabilities</b>	-	<b>4,565</b>
<b>Total Liabilities</b>	-	<b>7,896</b>
Minority Interest	-	-
Preferred Stock	-	-
Treasury Shares	-	-
Current Account Subtotal	-	26,182
Southhaven Current Account	-	-
<b>Current Account</b>	-	<b>26,182</b>
Divisional Equity	-	-
Equity Rights	-	-
Warrants	-	-
Capital Stock	-	-
Additional P-I-C C.S.	-	-
Additional P-I-C P.S.	-	-
Retained Earnings Beg. of Year	-	(3,057)
Retained Earnings Beg of Year-	-	-
Retained Earnings Beg of Year-T	-	-
Beginning Retained Earnings	-	(3,057)
Current Year Earnings(N.I.)	-	(1,527)
Retained Earnings Pref. Stock A	-	-
Retained Earnings Other	-	-
Business Unit Transfer (BUT)	-	-
Corporate Dividends	-	-
Dividends Issued	-	-
Dividends Earned	-	-
<b>Dividends</b>	-	-
<b>Retained Earnings</b>	-	<b>(4,584)</b>
Pension Liability Adj.	-	-
Derivative Hedging Adj.	-	-
Debt & Equity Securities, Adj.	-	-
Cumulative Translation Adj.	-	-
Calculated CTA	-	-
Cumulative Translation Adj	-	-
<b>Other Comprehensive Income</b>	-	-
<b>Total Equity</b>	-	<b>21,598</b>
<b>Total Liabilities &amp; Equity</b>	-	<b>29,494</b>



**WRITTEN CONSENT OF THE  
DIRECTORS OF  
GENIE HOLDINGS, INC.**

Pursuant to the Washington Business Corporation Act

The undersigned, being all of the Directors of Genie Holdings, Inc., a Washington corporation (the "Corporation"), acting without a meeting, approve and adopt the following resolutions:

WHEREAS, the Corporation and Terex Corporation, the sole stockholder of the Corporation, desire the Load King division, formerly a part of CMI Terex Corporation ("Load King"), to operate as part of the AWP segment of Terex Corporation;

NOW, THEREFORE, BE IT RESOLVED, that it is deemed advisable and in the best interest of the Corporation that the Corporation accept a contribution of all the assets and liabilities of Load King from Terex Corporation, to be contributed on the opening of business on April 1, 2007, such contribution to be credited to the Corporation's Paid-in-Capital account;

FURTHER RESOLVED, that it is deemed advisable and in the best interest of the Corporation that the Corporation contribute all the assets and liabilities of Load King to Genie Industries, Inc., a wholly owned subsidiary of the Corporation, to be contributed on the opening of business on April 1, 2007;

FURTHER RESOLVED, that the appropriate officers of the Corporation be, and hereby are, authorized to execute any and all documents and undertake any and all actions deemed necessary or advisable to accomplish the foregoing resolutions.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this consent as of the  
30<sup>th</sup> day of March, 2007.



Ronald M. DeFeo



Eric I Cohen



Phillip C. Widman

TRADEMARK

REEL: 003672 FRAME: 0516

**WRITTEN CONSENT OF THE  
DIRECTORS OF  
GENIE INDUSTRIES, INC.**

Pursuant to the Washington Business Corporation Act

The undersigned, being all of the Directors of Genie Industries, Inc., a Washington corporation (the "Corporation"), acting without a meeting, approve and adopt the following resolutions:

WHEREAS, the Corporation and Genie Holdings, Inc., the sole stockholder of the Corporation, desire the Load King division, formerly a part of CMI Terex Corporation ("Load King"), to operate as part of the AWP segment of Terex Corporation;

NOW, THEREFORE, BE IT RESOLVED, that it is deemed advisable and in the best interest of the Corporation that the Corporation accept a contribution of all the assets and liabilities of Load King from Genie Holdings, Inc., to be contributed on the opening of business on April 1, 2007, such contribution to be credited to the Corporation's Paid-in-Capital account;

FURTHER RESOLVED, that the appropriate officers of the Corporation be, and hereby are, authorized to execute any and all documents and undertake any and all actions deemed necessary or advisable to accomplish the foregoing resolutions.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 30<sup>th</sup> day of March, 2007.



Ronald M. DeFeo



Eric I Cohen



Phillip C. Widman