

**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>
Mid-Land Equipment Company, L.C.		06/25/2008	LIMITED LIABILITY COMPANY: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Titan Machinery Inc.		
<b>Street Address:</b>	4876 Rocking Horse Circle		
<b>City:</b>	Fargo		
<b>State/Country:</b>	NORTH DAKOTA		
<b>Postal Code:</b>	58104-6049		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76048819	MID-LAND EQUIPMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(701)642-4729		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(701) 642-2668		
<b>Email:</b>	richardsmith@smithstrege.com		
<b>Correspondent Name:</b>	Richard E.T. Smith		
<b>Address Line 1:</b>	321 Dakota Avenue		
<b>Address Line 2:</b>	Smith, Strege & Fredericksen, Ltd.		
<b>Address Line 4:</b>	Wahpeton, NORTH DAKOTA 58075		
<b>NAME OF SUBMITTER:</b>	Richard E.T. Smith		
<b>Signature:</b>	/Richard E.T. Smith/		
<b>Date:</b>	07/07/2008		

OP \$40.00 76048819

Total Attachments: 4

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## SERVICE MARK ASSIGNMENT

**THIS SERVICE MARK ASSIGNMENT** ("Assignment") is entered into as of the 25<sup>th</sup> day of June, 2008, by and between Mid-Land Equipment Company, L.C., an Iowa corporation ("Assignor") and Titan Machinery Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the service mark registration and application for registration, and all related goodwill, identified and set forth on Schedule A attached hereto, (the "Mark");

**WHEREAS**, Assignor and Assignee are parties to the Asset Purchase Agreement, dated May 1, 2008 (the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Mark;

**WHEREAS**, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Mark pertains and such business is ongoing; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Mark and any and all goodwill associated with the Mark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree:

1. Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks

and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Mark including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) otherwise to effectuate and implement this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa.

5. Each of Assignor and Assignee hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the federal court of the United States of America sitting in Iowa, and any appellate court thereof, in any action or proceeding arising out of or relating to this Assignment or for recognition or enforcement of any judgment relating to this Assignment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court or, to the extent such court does not have jurisdiction, in any state court sitting in Iowa. Each of Assignor and Assignee agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Mark.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

MID-LAND EQUIPMENT COMPANY, L.C.

By M. C. Meredith  
Its Manager

TITAN MACHINERY INC.

By [Signature]  
Its V. FINNELL

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SCHEDULE A

Typed Drawing

**Word Mark** MID-LAND EQUIPMENT

**Goods and Services** IC 035. US 100 101 102. G & S: Distributorship Services in the Field of Construction Machinery and Equipment. FIRST USE: 20000420. FIRST USE IN COMMERCE: 20000420

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 76048819

**Filing Date** May 15, 2000

**Current Filing Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** May 1, 2001

**Registration Number** 2618710

**Registration Date** September 10, 2002

**Owner** (REGISTRANT) MID-LAND EQUIPMENT COMPANY, L.C.  
LIMITED LIABILITY CORPORATION IOWA 5225 N.W. Beaver  
Drive Johnston IOWA 50131

**Attorney of Record** Brian J. Laurenzo

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE  
"EQUIPMENT" APART FROM THE MARK AS SHOWN

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE