RE 3/16/09 06-04-2009				
Onm P10-1594 (Rev. 07/05) OMB Collection 0651:0027 (exp. 6/30/20 B. 10356	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office			
TRADEMARKS ONLY 18 103 ~ 3 5 To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
Name of conveying party(ies):	2. Name and address of receiving party(ies)			
, , , , , , , , , , , , , , , , , , ,	Additional names, addresses, or citizenship attached? X No			
Grove U.S. L.L.C.	Name: JPMorgan Chase Bank, NA, as agent			
Individual(s) Association	Internal Address:			
General Partnership Limited Partnership	Street Address: 10 S. Dearborn			
Corporation- State: X Other Delaware limited liability company	City: Chicago			
Citizenship (see guidelines)	State:IL			
Additional names of conveying parties attached? Yes No	Country: USA Zip: 60603			
	Association Citizenship			
3. Nature of conveyance)/Execution Date(s):	General Partnership Citizenship Limited Partnership Citizenship			
Execution Date(s) April 14, 2008	Corporation Citizenship			
Assignment Merger	X Other National Association (1.5.			
Security Agreement Change of Name Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)			
	Additional shoot(s) otherhold [7]			
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? X yes No Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Laura Konrath	6. Total number of applications and registrations involved:			
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415			
Street Address: 35 W. Wacker Dr.	Authorized to be charged by credit card Authorized to be charged to deposit account			
Chicago	8. Payment Information:			
City: Chicago	a. Credit Card Last 4 Numbers			
State: <u>IL</u> Zip: 60601	Expiration Date			

Occuments to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

b. Deposit Account Number ___232428

Authorized User Name Laura, Konrath

312-558-6352

312-558-5700

lkonyath@winston,com

Laura Konrath

Name of Person Signing

Signature

Phone Number:

Fax Number:

Email Address: 9. Signature:

OPIG

Date

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



<u>MARK</u>	REG. NO.	REG. DATE
CL DESIGN	1552525	08/22/1989
ECOS	2521512	12/25/2001
GROVE (Stylized)	2976423	02/16/2000
G MEGA TRAK & Design (GMK)	2348901	05/09/2000
GROVE (Combined TM & SM)	792129	07/06/1985
GROVEXTRA (Service Mark)	1523816	02/07/1969
G GROVE & Design	866799	03/18/1969 (renewed 03/18/1999)
G GROVE & Design (Store Items)	1291860	08/28/1984
MANLIFT	1152137	04/28/1981
MEGATRAK	2717170	05/20/2003
MEGAFORM	2684135	02/04/2003
MEGALIFT	2753813	08/19/2003
FRACKBRIDGE	1407455	12/29/1987
TWIN-LOCK	2691261	02/25/2003
YARDBOSS & Design	2289383	10/26/1999
EASY REACH	77/405100	02/25/2008



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RE 3/16/09		
OMB Collection 0651-0027 (exp. 6/5 04 - 14 - 2	U.S. DEPARTMENT OF COMMERCIA United States Patent and Trademark Office	
To the Director of the U. S. Pate. 1035565	- 10100 2015	
1. Name of conveying party(les):		
party(las).	2. Name and address of receiving party(les)	
	Additional names, addresses, or citizenship attached?	
Grove U.S. L.L.C.	Name: JPMorgan Chase Bank, NA, as agent	
Individual(s) Association	Internal Address:	
General Partnership Limited Partnership	Street Address: 10 S. Dearborn	
Corporation- State:	China	
X Other Delaware limited liability company		
Citizenship (see guidelines)	State: IL 50503	
Additional names of conveying parties attached? Yes X No	Country: USA Zip: 60603	
	Association Citizenship	
3. Nature of conveyance VExecution Date(s):	General Partnership Citizenship	
Execution Date(s) April 14, 2008	Limited Partnership Citizenship Corporation Citizenship	
Assignment Merger	X Other Citizenship	
Security Agreement Change of Name	If assignee is not domicited in the United States, a domestic	
Other	representative designation is attached: Yes 以 No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) Additional sheet(s) attached? (2) Yes	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Laura Konzath Internal Address: Winston & Strawn LLP	6. Total number of applications and registrations involved:	
Street Address: 35 W. Wacker Dr.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed	
Clty: Chicago	8. Payment Information:	
State: <u>IL</u> Zip: 60601	a. Credit Card Last 4 Numbers	
Phone Number: 312-558-6352	Expiration Date	
Fax Number: 312-558-5700	b. Deposit Account Number 232428	
Email Address:lkonpath@winston.com/	Authorized User Name Laura Konrath	
9. Signature: 2 au Signature	3/16/09 Date	
Laura Konrath	Total number of pages including cover	
Name of Person Signing	sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be taxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grove U.S. L.L.C., a Delaware limited liability company (the "Grantor") with principal offices at 1565 Buchanan Trail East, Shady Grove, PA 17256-0021, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 10 South Dearborn Street, Floor 07, Chicago, Illinois 60603-2003 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

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provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of April, 2008.

GROVE U.S. L.L.C., as Grantor

Зу: ____

Name: Title:

Maurice D. Jones Vice President & Secretary

JPMORGAN CHASE BANK, N.A., as Collateral Agent and Grantee

Name:

Title:

STATE OF Weggenera) ss:

On this ____day of April 2008, before me personally came//aux for s, who, being by me duly sworn, did state as follows: that [s]he is <u>evf for Succetary</u> of Grove U.S. L.L.C., that [s]he is authorized to execute the foregoing Grant on behalf of Grove U.S. L.L.C. and that {s]he did so by authority of the Board of Managers of Grove U.S. L.L.C.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 14 day of April . 2008.

GROVE U.S. L.L.C., as Grantor

By: ___ Name:

JPMORGAN CHASE BANK, N.A., as Collateral Agent and Grantce

Title:

By: Muchael & 14th

Michael B. Non. Vice President Name: Title:

SCHEDULE A

<u>MARK</u>	REG. NO.	REG. DATE
CL DESIGN	1552525	08/22/1989
ECOS	2521512	12/25/2001
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TRACKBRIDGE	1407455	12/29/1987
TWIN-LOCK	2691261	02/25/2003
YARDBOSS & Design	2289383	10/26/1999
EASY REACH	77/405100	02/25/2008



MILW 6373799.1

RECORDED: 03/16/2009