

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clark Material Handling Company		09/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1 East Fourth Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45249		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2920749	BUILT TO LAST.	
Registration Number:	1262680	CLARK	
Registration Number:	0512742	CLARK	
Registration Number:	0814501	CLARK	
Registration Number:	2445001	CLARKLIFT	
Registration Number:	1026003	CLARK	
Registration Number:	1509944	CLARK	
Registration Number:	2350561	PARTSPRO	
Registration Number:	0507796	CLARK	
Registration Number:	2085234		
Registration Number:	2380664	TOTALIFT	
Registration Number:	1467603	TOTALIFT	
Registration Number:	0597594	POWRWORKER	
Registration Number:	3521451	CLARK MATERIAL HANDLING FINANCIAL SERVICES	

OP \$365.00 2920749

900145081

**TRADEMARK
 REEL: 004076 FRAME: 0726**

CORRESPONDENCE DATA

Fax Number: (216)363-4588
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (216) 363-4418
Email: trademark@beneschlaw.com
Correspondent Name: Laura Beresh
Address Line 1: 200 Public Square
Address Line 2: Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	32511-2
NAME OF SUBMITTER:	Laura Beresh
Signature:	/Laura Beresh/
Date:	10/12/2009

Total Attachments: 27
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered at Cleveland, Ohio as of this 24th day of September, 2009, by CLARK MATERIAL HANDLING COMPANY, a Delaware corporation (together with its successors and assigns, "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION ("Agent"), as agent for the financial institutions which are now or which hereafter become a party to the Credit Agreement, as hereinafter defined (collectively, "Lenders").

RECITALS:

Agent, Lenders and Pledgor are entering into the Credit Agreement. Pledgor desires that Lenders grant the financial accommodations to Pledgor as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Pledgor obtain from Lenders the Advances, as defined in the Credit Agreement, and other financial accommodations provided for under the Credit Agreement.

Pledgor understands that Agent and Lenders are willing to enter into the Credit Agreement, as hereinafter defined, and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Lenders under the Credit Agreement, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"Credit Agreement" shall mean the Revolving Credit, Guaranty and Security Agreement executed by and among Pledgor, Agent and Lenders and dated as of even date herewith, as it may from time to time be amended, restated or otherwise modified.

"Debt" shall mean the Obligations.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, Pledgor and any Guarantor.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or Lenders of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Agent and Lenders that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) except as set forth in Schedules 5.9 and 5.10 or the Credit Agreement, Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present of contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present of contemplated business operations infringes or will infringe on any patent.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice without Agent's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Agent and Lenders and their respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall

comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Agent, on behalf of Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lenders under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and Lenders, this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25 and 26 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and Lenders in connection

with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid after demand, shall be added to the principal amount of the Debt.

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent.

11. Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to

effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof.

16. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Agent as the case may be, in accordance with the terms of Section 17.6 of the Credit Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio. Any judicial proceeding brought by or against any Pledgor with respect to this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees (subject to rights to appeal) to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in Section 17.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Borrowing Agent which Pledgor irrevocably appoints as Pledgor's agent for the purpose of accepting service within the State of Ohio. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Pledgor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse each Lender, on that Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by that Lender or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Obligor even if Agent or such Lender thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement),

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor, whether or not Agent or any Lender receives consideration for the release,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,


(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Document.

26. No Setoff: Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

CLARK MATERIAL HANDLING COMPANY

By: 
Print Name: FARUKH QHAWI
Title: V.P. FINANCE

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: _____
Print Name: _____
Title: _____

(SIGNATURE PAGE -- IP SECURITY AGREEMENT -- BORROWER)

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27. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

CLARK MATERIAL HANDLING COMPANY

By: _____
Print Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: Gerald R. Kirpes
Print Name: Gerald R. Kirpes
Title: Senior Vice President

(SIGNATURE PAGE - IP SECURITY AGREEMENT - BORROWER)

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SCHEDULE A
Patents

See attached.

Patents Issued

COUNTRY	TITLE	PATENT NO.	ISSUE DATE
United States	Industrial Equipment Seat	D 374,126	10/01/1996

Patent Applications

COUNTRY	TITLE	APPLICATION NO.	APPLICATION FILED
United States	Lift Truck with Productivity Enhancing Package Including Variable Tilt and Vertical Mastling	12/105,631	04/18/2008
United States	Stage Upright for a Lift Truck	61/205,204	01/20/2009

SCHEDULE B
Trademarks

See attached.

Trademark Registrations

COUNTRY	TRADEMARK	REG. NO.	FILE OR REGISTRATION DATE*	RENEWAL DATE
Algeria	CLARK	56352	06/10/1969	06/02/2019
Algeria	CLARKLIFT	047437	09/04/1958	08/23/2013
Argentina	CLARKLIFT	2076072	02/08/1963	03/29/2016
Argentina	CLARK & Design	1865898	07/01/1959	04/04/2012
Argentina	CLARK & Design	1865899	06/30/1959	04/04/2012
Argentina	CLARK & Design	2164190	11/07/1985	06/14/2017
Argentina	CLARKLIFT	2076071	10/17/1962	03/29/2016
Argentina	TOTALIFT	1833667	06/19/2001	06/19/2011
Australia	CLARKLIFT	136460	04/08/1958	04/08/2010
Australia	CLARK	B565066	10/10/1991	10/10/2018
Australia	CLARK	307894	06/07/1977	06/07/2018
Australia	CLARK	293773	01/28/1976	01/28/2017
Australia	CLARK	290971	10/01/1975	07/20/2016
Australia	CLARK RENTAL SYSTEM	326615	02/01/1979	02/01/2010
Australia	POWRWORKER	159159	03/29/1960	03/29/2019
Australia	CLARK RENTAL SYSTEM	379340	02/01/1979	02/01/2010
Austria	CLARK RENTAL SYSTEM	73 485	01/11/1973	01/11/2013
Bangladesh	CLARK EQUIPMENT & Design	8661	09/20/1963	09/20/2015
Benelux	CLARK	0071609	10/26/1971	10/26/2018
Benelux	CLARKLIFT	0370656	10/07/1980	10/07/2010
Bolivia	CLARK (Stylized)	55070	07/06/1949	07/06/2019
Brazil	CLARK	3067858	10/20/1964	10/20/2014
Brazil	CLARK (Stylized)	23595413	05/31/1945	05/31/2010
Brazil	CLARK (Stylized)	811941914	07/15/1986	07/15/2016
Brazil	CLARKLIFT	003179435	09/15/1965	09/15/2015
Bulgaria	CLARK	10245	01/08/1976	01/08/2016
Canada	CLARK RENTAL SYSTEM	TMA224,269	11/25/1977	11/25/2022
Canada	CLARK (Stylized)	TMA266,409	02/12/1982	02/12/2012
Canada	CLARK RENTAL SYSTEM & Design	TMA224.083	11/10/1977	11/10/2022
Canada	POWRWORKER	TMA116,368	12/24/1959	12/24/2019
Canada	CLARK	TMA346,770	10/21/1988	10/21/2018
Canada	CLARK	UCA022076	04/16/1945	04/16/2020
Canada	CLARKLIFT	TMA130,867	05/03/1963	05/03/2023
Chile	CLARK RENTAL SYSTEM	564361	10/16/1979	03/21/2010
Chile	CLARK	678.843	03/10/1944	11/08/2013
China	CLARK	616328	10/29/1992	10/29/2012
Colombia	CLARK	277668	11/28/2003	11/28/2013
Colombia	CLARK	277667	11/28/2003	11/28/2013
Costa Rica	CLARK EQUIPMENT & Design	28890	01/17/1964	01/17/2019
Costa Rica	CLARK	26830	12/22/1962	12/22/2017
Costa Rica	CLARK RENTAL SYSTEM & Design	57334	05/02/1980	05/02/2010
Croatia	CLARK (Stylized)	Z942620	06/03/1996	09/15/2012
Czech Republic	CLARK	163229	01/28/1976	01/28/2016

COUNTRY	TRADEMARK	REG. NO.	FILE OR REGISTRATION DATE*	RENEWAL DATE
Denmark	CLARK RENTAL SYSTEM & Design	VR 1974 01780	06/07/1974	06/07/2014
Denmark	CLARK (Stylized)	VR 1949 01656	12/31/1949	12/31/2019
Dominican Republic	CLARK	12348	09/19/1962	09/19/2012
Ecuador	CLARK	1-358-1983	10/21/1982	10/21/2012
El Salvador	CLARK (Stylized)	79	12/01/2006	12/01/2016
Egypt	CLARK & Design	41138	04/01/1964	04/01/2014
Egypt	CLARK (Stylized)	58006	09/15/1980	09/15/2010
Finland	CLARK (Stylized)	22855	05/23/1949	05/23/2019
France	CLARKLIFT (Stylized)	1241099	09/04/1958	07/18/2013
France	CLARK	1453861	03/10/1988	03/10/2018
Germany	CLARK	797491	09/04/1963	09/30/2013
Germany	CLARK (Stylized)	628857	05/15/1951	05/15/2011
Germany	CLARK (Stylized)	DD 630509	02/17/1962	02/17/2012
Germany	CLARKLIFT	719858	04/02/1958	04/02/2018
Germany	CLARK	907295	05/31/1969	05/31/2019
Ghana	CLARK	12335	09/20/1962	09/20/2018
Greece	CLARK	28805	09/04/1962	09/04/2012
Guatemala	CLARK (Stylized)	41036	03/26/1981	03/25/2011
Guatemala	CLARK (Stylized)	40363	11/13/1980	11/12/2010
Hong Kong	POWORKER	1175/1964	03/20/1962	03/20/2011
Hungary	CLARK	118447	01/06/1976	01/06/2016
India	CLARKLIFT	211963	10/23/1962	10/23/2014
Indonesia	POWRWORKER	IDM000102144	05/11/1962	01/03/2015
Indonesia	CLARK (Stylized)	IDM000033370	09/18/2003	09/18/2013
Iran	CLARK (Stylized)	24812	09/21/1963	09/21/2013
Ireland	CLARKLIFT	110021	06/05/1979	06/04/2010
Ireland	CLARK	100269	01/26/1976	01/25/2017
Israel	CLARK (Stylized)	13446	02/12/1954	02/12/2017
Israel	CLARKLIFT	22331	08/08/1963	08/08/2012
Italy	CLARK	418718	09/13/1963	09/13/2013
Italy	CLARK	869555	05/31/1969	05/31/2019
Italy	CLARK RENTAL SYSTEM & Design	718709	11/26/1975	11/26/2015
Jamaica	CLARK EQUIPMENT & Design	10315	09/20/1963	09/20/2012
Jamaica	CLARK	9932	08/29/1969	08/29/2011
Japan	CLARK	3280855	04/18/1997	04/18/2017
Japan	CLARK	954512	03/21/1972	03/21/2012
Japan	CLARK	1898379	10/28/1986	10/28/2016
Lebanon	CLARK	112073	10/07/1963	10/26/2022
Malaysia	POWRWORKER	MB37303	03/15/1962	03/15/2011
Mexico	CLARK (Stylized)	673097	02/04/2000	02/04/2010
Mexico	CLARK	394587	12/05/1990	12/05/2015
Mexico	CLARK (Stylized)	290401	04/18/1983	04/18/2013
Mexico	CLARK	157053	09/03/1969	09/03/2014
Mexico	CLARKLIFT	233910	06/13/1979	06/13/2014
Mexico	CLARK (Stylized)	49775	07/23/1945	07/23/2010

COUNTRY	TRADEMARK	REG. NO.	FILE OR REGISTRATION DATE*	RENEWAL DATE
Morocco	CLARK EQUIPMENT & Design	34039	10/10/1963	10/10/2023
Morocco	CLARK (Stylized)	42756	04/13/1949	03/31/2019
New Zealand	CLARK	114711	02/17/1976	02/17/2011
New Zealand	CLARK EQUIPMENT & Design	81193	05/24/1966	05/24/2015
New Zealand	CLARK EQUIPMENT & Design	74197	09/17/1963	09/17/2012
New Zealand	CLARK	119864	06/22/1977	06/22/2012
New Zealand	CLARK (Stylized)	41651	06/05/1945	06/05/2018
Nigeria	CLARK	14729	11/22/1962	11/22/2018
Nigeria	CLARK	50516	01/31/1991	01/31/2012
Norway	CLARK	64677	08/27/1964	08/27/2014
Pakistan	CLARK EQUIPMENT & Design	40037	09/20/1963	09/20/2015
Papua New Guinea	CLARK	A51871	09/12/1980	09/12/2010
Paraguay	CLARK	293368	07/15/1976	07/15/2016
Paraguay	CLARK	215757	05/31/1958	09/12/2018
Peru	CLARK	125226	03/02/2007	03/02/2017
Philippines	CLARK (Stylized)	4-1995-100580	10/29/1999	10/29/2019
Philippines	CLARK (Stylized)	4-1995-100579	10/22/1999	10/22/2019
Poland	CLARK (Stylized)	R-43304	05/25/1962	05/25/2012
Portugal	CLARK	216572	03/23/1989	03/23/2019
Romania	CLARK	4R01186	07/28/1962	07/28/2017
Russia	CLARK (Stylized)	21563	04/28/1962	01/05/2018
Russia	CLARK	56090	12/01/1975	12/01/2015
Russia	CLARK (Stylized)	2652	12/31/1945	01/05/2018
Sarawak	CLARK	SAR/4292	09/03/1962	09/03/2011
Saudi Arabia	CLARK	12/80	08/15/1963	03/08/2016
Sierra Leone	CLARK	6263	10/29/1963	10/29/2019
Singapore	CLARKLIFT	T82/01681D	04/05/1982	04/05/2013
Singapore	CLARK	T62/31298A	09/03/1962	09/03/2017
Slovak Republic	CLARK	163229	01/28/1976	01/28/2016
Slovenia	CLARK (Stylized)	9471266	09/13/1994	09/13/2014
South Africa	CLARK	1952/01162	04/25/1952	04/25/2016
South Africa	CLARKLIFT	1983/05738	08/17/1983	08/17/2013
South Africa	CLARK	1976/00416	01/27/1976	01/27/2016
South Africa	CLARK RENTAL SYSTEM & Design	1972/03704	07/20/1972	07/20/2012
South Africa	CLARK	1977/00919	03/07/1977	03/07/2017
South Korea	POWRWORKER	40-8520	02/20/1964	02/20/2014
South Korea	CLARK	7300	11/12/1962	11/12/2012
Spain	CLARK	596234	08/26/1969	08/26/2019
Spain	CLARK	596232	08/26/1969	08/26/2019
Spain	CLARKLIFT	1047644	09/29/1983	09/29/2013
Sri Lanka	CLARK	53201	03/30/1987	03/30/2017
Sri Lanka	CLARK	51556	06/17/1986	06/17/2016
Sweden	CLARK	117 159	08/05/1966	08/05/2016
Sweden	CLARK	161 803	12/23/1987	12/23/2017

COUNTRY	TRADEMARK	REG. NO.	FILE OR REGISTRATION DATE*	RENEWAL DATE
Sweden	CLARK RENTAL SYSTEM & Design	142 303	03/09/1973	03/09/2013
Switzerland	CLARK	328441	10/10/1963	10/10/2013
Taiwan	CLARK	00015787	08/01/1963	07/31/2013
Thailand	CLARK	Kor140128	08/26/1998	08/25/2018
Trinidad & Tobago	CLARK	1852	09/12/1962	09/11/2014
Trinidad & Tobago	CLARK	16871	06/15/1987	06/14/2011
Tunisia	CLARK (Stylized)	EE94.0162	05/24/1949	02/17/2019
United Kingdom	CLARKLIFT	840326	10/12/1962	10/12/2017
United Kingdom	CLARK	759021	10/29/1956	10/29/2015
United Kingdom	CLARK	B1058209	01/31/1976	01/31/2017
United Kingdom	CLARK	B1063357	05/22/1976	05/22/2017
United States	BUILT TO LAST.	2,920,749	01/25/2005	01/25/2015
United States	CLARK (Stylized)	1,262,680	12/27/1983	12/27/2013
United States	CLARK (Stylized)	512,742	07/26/1949	07/26/2019
United States	CLARK (Stylized)	814,501	09/06/1966	09/06/2016
United States	CLARKLIFT	2,445,001	04/17/2001	04/17/2011
United States	CLARK (Stylized)	1,026,003	12/02/1975	12/02/2015
United States	CLARK (Stylized)	1,509,944	10/25/1988	10/25/2018
United States	PARTSPRO	2,350,561	05/16/2000	05/16/2010
United States	CLARK (Stylized)	507,796	03/22/1949	03/22/2019
United States	Miscellaneous Design [Hot Yellow Green II - forklift]	2,085,234	08/05/1997	08/05/2017
United States	TOTALIFT	2,380,664	08/29/2000	08/29/2010
United States	TOTALIFT	1,467,603	12/01/1987	12/01/2017
United States	POWERWORKER	597,594	11/02/1954	11/02/2014
United States	CLARK MATERIAL HANDLING FINANCIAL SERVICES & Design	3521451	10/21/2008	10/21/2018
Uruguay	CLARK & Design	317458	05/09/2000	05/09/2010
Uruguay	CLARK	370420	10/09/1944	04/30/2016
Uruguay	TOTALIFT	314583	03/21/2000	03/21/2010
Venezuela	CLARK (Stylized)	63138	01/05/1971	01/05/2011
Venezuela	CLARK (Stylized)	63137	01/05/1971	01/05/2011
Venezuela	CLARKLIFT	124590	05/21/1986	05/21/2011
Venezuela	CLARK (Stylized)	F-015068	09/28/1944	09/28/2014
Western Samoa	CLARK EQUIPMENT & Design	831	12/18/1973	05/24/2015
Western Samoa	CLARK EQUIPMENT & Design	830	12/18/1973	09/17/2012

* In some countries, registration is effective from file date; in others, registration is effective from registration date. An attempt has been made to identify the pertinent effective date.

**Information regarding the status of trademarks in foreign countries is as accurate and current as reasonably possible. However, some countries may not have publicly accessible official records or those records may be out of date or may contain errors or omissions.

Trademark Applications

COUNTRY	TRADEMARK	SERIAL NO.	FILE DATE
Brazil	TOTALIFT	821496999	07/16/1999
India	CLARK	560758	10/22/1991

SCHEDULE C
Licenses

See attached.

Patent Licenses

Technical Assistance and Cooperation Agreement between Clark Material Handling Company and Clark Material Handling Asia, dated June 25, 2003

Trademark Licenses

Service Mark and Trademark License Agreement between Clark Material Handling Company and Clark Material Handling Asia, dated June 25, 2003

Service Mark and Trademark License Agreement between Clark Material Handling Company and Qingdao Clark Material Handling Co. Ltd., dated December 1, 2007

From time to time Clark grants permission to its authorized dealers to use the trademark "CLARKLIFT" in their company name.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF SEPTEMBER 24, 2009 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CLARK MATERIAL HANDLING COMPANY, A DELAWARE CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, CLARK MATERIAL HANDLING COMPANY, a Delaware corporation (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Agent, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on September ____, 2009.

CLARK MATERIAL HANDLING COMPANY

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said CLARK MATERIAL HANDLING COMPANY, a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of September, 2009.

Notary Public

STATE OF Kentucky

COUNTY OF Fayette

BEFORE ME, the undersigned authority, on this day personally appeared Jarrukh Ghani, VP-Finance, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said CLARK MATERIAL HANDLING COMPANY, a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of September, 2009.

Karen S. Johnston
Notary Public

[Notary Page – IP Security Agreement – Borrower]

INTELLECTUAL PROPERTY SECURITY AGREEMENT-PNC/CLARK - BORROWER