

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terex Corporation		02/19/2010	CORPORATION: DELAWARE
Amida Industries, Inc.		02/19/2010	CORPORATION: SOUTH CAROLINA
CMI Terex Corporation		02/19/2010	CORPORATION: OKLAHOMA
Genie Industries, Inc.		02/19/2010	CORPORATION: WASHINGTON
Powerscreen USA, LLC		02/19/2010	LIMITED LIABILITY COMPANY: KENTUCKY
Texas Cranes Wilmington, Inc.		02/19/2010	CORPORATION: NORTH CAROLINA
Terex USA, LLC	FORMERLY Cedarapids, Inc.	02/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
Terex-Telelect, Inc.		02/19/2010	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse AG, as Collateral Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0709888	LECTRA HAUL
Registration Number:	0926117	UNIT RIG
Registration Number:	0996057	TEXOMA
Registration Number:	1153657	HYDRA-TRAC
Registration Number:	1216423	UNIT RIG
Registration Number:	2786163	MINE-KING

CH \$265.00 0709888

**900155201**

**TRADEMARK**  
**REEL: 004152 FRAME: 0676**

Registration Number:	2835960	
Registration Number:	2837828	REEDRILL
Registration Number:	0848522	POWER FOLD
Registration Number:	1508019	LOAD KING

#### CORRESPONDENCE DATA

Fax Number: (212)541-4630

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-541-2341

Email: nyuspto@bryancave.com

Correspondent Name: Patricia L. Werner

Address Line 1: 1290 Avenue of the Americas

Address Line 2: Bryan Cave LLP

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0301982
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NAME OF SUBMITTER:	Patricia L. Werner
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Signature:	/patricialwerner/
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Date:	02/19/2010
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#### Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 19, 2010 (this "**Release**"), among TEREX CORPORATION ("**Terex**"), the subsidiaries of Terex listed on Schedule I hereto (the "**Subsidiaries**" and together with Terex, the "**Grantors**") and Credit Suisse AG, as Collateral Agent (in such capacity, the "**Collateral Agent**").

WHEREAS, reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of July 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Terex, the Subsidiary Guarantors party thereto and the Collateral Agent, (b) the Credit Agreement dated as of July 14, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Terex, the subsidiaries party thereto (together with Terex, the "**Borrowers**"), the Lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent and (c) the Trademark Security Agreement, dated as of July 14, 2009, among Terex, the Subsidiaries and the Collateral Agent (the "**Security Agreement**");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Security Agreement, a security interest (the "**Security Interest**") in the Released Collateral (as hereinafter defined) was granted by Terex and the Subsidiaries to the Collateral Agent, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "**USPTO**") on the dates and at the reels and frames as set forth on Schedule II;

WHEREAS, Terex and certain of its subsidiaries have entered into an agreement pursuant to which they will sell (the "**Sale**") certain assets (including a portion of the Released Collateral) and have previously sold certain other Released Collateral in sales permitted under the Credit Agreement;

WHEREAS, Section 7.15(c) of the Guarantee and Collateral Agreement provides that upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not Terex or a Subsidiary Guarantor, the Security Interest in such Collateral shall be automatically released and that upon request of such Grantor, the Collateral Agent shall confirm such release in writing; and

WHEREAS, in order to enable Terex and its subsidiaries to consummate the Sale, the Grantors have advised the Collateral Agent that the Sale is permitted by the Credit Agreement and requested and do hereby request the Collateral Agent, to execute this Release to evidence the release of the Security Interest in the Released Collateral in accordance with the provisions of Section 7.15(c) of the Guarantee and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, in accordance with the terms of the

Guarantee and Collateral Agreement and the Security Agreement, the parties hereto hereby agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. *Released Collateral.* The term “**Released Collateral**,” as used herein, shall mean all of the Terex’s right, title and interest of every kind and nature in and to (a) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule II, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the “**Released Trademarks**”); (b) all goodwill associated with or symbolized by the Released Trademarks; and (c) all assets, rights and interests that uniquely reflect or embody the Released Trademarks.

SECTION 3. *Release.* The Collateral Agent hereby releases the Security Interest in the Released Collateral.

SECTION 4. *Recordation.* The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Released Collateral.

SECTION 5. *Modification.* This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

SECTION 6. *Security Agreement.* Except with respect to the Released Collateral, the Security Agreement shall continue in full force and effect.

SECTION 7. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 8. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TEREX CORPORATION,

by



Name:

ERIC I COHEN

Title:

Senior Vice President

EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO,

by



Name:

ERIC I COHEN

Title:

Vice President

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent,

by

Name:

Title:

  
RIANKA MOHAN  
VICE PRESIDENT

Name:

Title:

  
ILYA IVASHKOV  
ASSOCIATE

Release of Security Interest in Trademarks

TRADEMARK  
REEL: 004152 FRAME: 0681

SCHEDULE I

Subsidiaries

AMIDA INDUSTRIES, INC.

CMI TEREX CORPORATION

GENIE INDUSTRIES, INC.

POWERSCREEN USA, LLC

TEREX CRANES WILMINGTON, INC.

TEREX USA, LLC (formerly CEDARAPIDS, INC.)

TEREX-TELELECT, INC.

SCHEDULE II

RELEASED COLLATERAL

Terex Corporation

US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>	<u>Reel/Frame</u>	<u>Date Recorded</u>
LECTRA HAUL	709,888	06/29/2011	4046/0616	8/19/09
UNIT RIG	926,117	10/11/2011	4046/0616	8/19/09
TEXOMA	996,057	02/23/2014	4046/0616	8/19/09
HYDRA-TRAC	1,153,657	02/01/2012	4046/0616	8/19/09
UNIT RIG and Design	1,216,423	03/27/2013	4046/0616	8/19/09
MINE-KING	2,786,163	11/25/2013	4046/0616	8/19/09
CIRCULAR ARROWS DESIGN	2,835,960	04/27/2014	4046/0616	8/19/09
REEDRILL	2,837,828	05/04/2014	4046/0616	8/19/09

CMI Terex Corporation

US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>	<u>Reel/Frame</u>	<u>Date Recorded</u>
POWER FOLD (STYLIZED)**	848,522	05/07/18	4046/0616	8/19/09

GENIE INDUSTRIES, INC.

US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>	<u>Reel/Frame</u>	<u>Date Recorded</u>
LOAD KING	1,508,019	08/30/2018	4046/0616	8/19/09

Release of Security Interest in Trademarks

RECORDED: 02/19/2010

TRADEMARK  
REEL: 004152 FRAME: 0683