

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terex Corporation		02/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bucyrus International, Inc.		
Street Address:	P.O. Box 500		
Internal Address:	1100 Milwaukee Avenue		
City:	South Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53172		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2835960		
Registration Number:	1153657	HYDRA-TRAC	
Registration Number:	709888	LECTRA HAUL	
Registration Number:	2786163	MINE-KING	
Registration Number:	2837828	REEDRILL	
Registration Number:	996057	TEXOMA	
Registration Number:	926117	UNIT RIG	
Registration Number:	1216423	UNIT RIG	
CORRESPONDENCE DATA			
Fax Number:	(212)291-9719		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 558 3285		
Email:	newmanj@sullcrom.com,nguyenb@sullcrom.com		
Correspondent Name:	Julie Newman		

OP \$215.00 2835960

900156156

TRADEMARK
 REEL: 004160 FRAME: 0466

Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 019305/0002 (OPERA)

NAME OF SUBMITTER: Julie Newman

Signature: /Julie Newman/

Date: 03/03/2010

Total Attachments: 4

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Agreement") dated as of February 19, 2010 (the "Effective Date"), is made by and between Terex Corporation, a Delaware corporation, with an office at 200 Nyala Farm Road, Westport, Connecticut 06880 ("Assignor") and Bucyrus International, Inc., a Delaware corporation, with an office at P.O. Box 500, 1100 Milwaukee Avenue, South Milwaukee, Wisconsin 53172 ("Assignee").

WHEREAS, Assignor is the owner of the United States Trademarks identified on Schedule A;

WHEREAS, Assignor and Assignee have entered into that certain Asset and Stock Purchase Agreement, dated as of December 20, 2009 (the "Purchase Agreement") and the Intellectual Property Assignment Agreement of even date herewith (the "IPAA"), pursuant to which Assignor has conveyed, assigned and transferred its Assigned Intellectual Property, to Assignee (the "Assignment");

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, in the Purchase Agreement and the IPAA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby confirms that all right, title and interest in and to the Trademarks identified in Schedule A have been conveyed, assigned and transferred to Assignee and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, do hereby convey, assign and transfer to Assignee all such right, title and interest.

2. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Purchase Agreement.

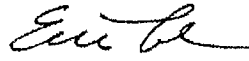
3. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording the Assignment described herein with the United States Patent and Trademark Office. The Assignment confirmed herein has been granted in connection with the Purchase Agreement and the IPAA and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement and the IPAA, the terms of the Purchase Agreement and the IPAA shall control.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

TEREX CORPORATION

By: 
Name: Eric I Cohen
Title: Senior Vice President,
Secretary and General Counsel

[Signature Page to Confirmatory Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

TEREX CORPORATION

By: _____
Name:
Title:

BUCYRUS INTERNATIONAL, INC.

By: C.R. Mackus
Name: Craig R. Mackus
Title: Chief Financial Officer and Secretary

Confirmatory Trademark Assignment Agreement

TRADEMARK
REEL: 004160 FRAME: 0470

Schedule A
TEREX CORPORATION

United States Trademarks

Mark	Assignee	Country	Reg or App No
CIRCULAR ARROWS DESIGN	TEREX CORPORATION	UNITED STATES	Reg: 2835960
HYDRA-TRAC	TEREX CORPORATION	UNITED STATES	Reg: 1153657
LECTRA HAUL	TEREX CORPORATION	UNITED STATES	Reg: 709888
MINE-KING	TEREX CORPORATION	UNITED STATES	Reg: 2786163
REEDRILL	TEREX CORPORATION	UNITED STATES	Reg: 2837828
TEXOMA	TEREX CORPORATION	UNITED STATES	Reg: 996057
UNIT RIG	TEREX CORPORATION	UNITED STATES	Reg: 926117
UNIT RIG AND DESIGN	TEREX CORPORATION	UNITED STATES	Reg: 1216423