

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxim Crane Works, L.P.		04/08/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	707 Wilshire Blvd., 17th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2721237	WHATEVER IT TAKES	
Registration Number:	2572910	ANTHONY CRANE RENTAL	
Registration Number:	2492287	AC	
Registration Number:	2684203	MAXIM CRANE WORKS	
Registration Number:	2681621	MAXIM	
Registration Number:	2684200	MAXIM CRANE WORKS	
Registration Number:	2684199	MAXIM	
Registration Number:	2684198	X	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		

OP \$215.00 2721237

900159460

TRADEMARK
REEL: 004184 FRAME: 0414

Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/1301

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 04/12/2010

Total Attachments: 5

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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 8, 2010 is made by MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership, located at 1225 Washington Pike, Bridgeville, PA 15017 (the “Obligor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, located at 707 Wilshire Blvd., 17th Floor, Los Angeles, CA 90017, as Collateral Agent (the “Collateral Agent”) for the Secured Parties, in accordance with the Indenture, dated as of April 8, 2010 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership, MAXIM FINANCE CORPORATION, a Delaware corporation (collectively, the “Borrowers”), the Guarantors identified therein and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Borrowers have issued its 12.25% Senior Secured Notes due 2015 (“Notes”);

WHEREAS, in connection with the Indenture, the Obligor and certain other subsidiaries of the Borrowers have executed and delivered a Security Agreement, dated as of April 8, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a security interest in all Intellectual Property; including the trademarks, and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes, and to secure the Secured Obligations, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor’s right, title and interest in, to and under the trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

3. Certain Limited Exclusions Applicable to Security Interest in Trademarks. Notwithstanding anything herein to the contrary, in no event shall the security interest granted

under Section 2 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use applicable under applicable federal law.

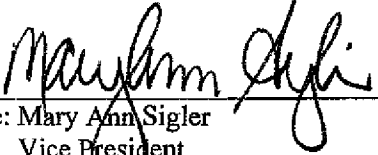
4. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAXIM CRANE WORKS, L.P.

By: 
Name: Mary Ann Sigler
Title: Vice President
Date:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent for the Secured Parties

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAXIM CRANE WORKS, L.P.

By: _____
Name:
Title:
Date:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent for the Secured Parties

By: Maddy Hall
Name: Maddy Hall
Title: Vice President
Date: April 8, 2010

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration Number</u>
WHATEVER IT TAKES	2,721,237
ANTHONY CRANE RENTAL	2,572,910
AC AND DESIGN	2,492,287
MAXIM CRANE WORKS	2,684,203
MAXIM	2,681,621
MAXIM CRANE WORKS AND DESIGN	2,684,200
MAXIM DESIGN	2,684,199
X AND DESIGN	2,684,198