# 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
BUCYRUS INTERNATIONAL, INC.		02/19/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	BUCYRUS MINING EQUIPMENT, 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

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

Phone: 212 558 3285

Email: newmanj@sullcrom.com,nguyenb@sullcrom.com

Correspondent Name: Julie Newman

TRADEMARK REEL: 004194 FRAME: 0053

900160669

Address Line 1: Address Line 2: Address Line 4:	125 Broad Stre Sullivan & Cror New York, NE	mwell LLP
ATTORNEY DOCKET NUMBER:		NEWMAN/SEAL
NAME OF SUBMITTER:		Julie Newman
Signature:		/Julie Newman/
Date:		04/27/2010
Total Attachments: 6 source=BME#page1.tif source=BME#page2.tif source=BME#page3.tif source=BME#page4.tif source=BME#page5.tif source=BME#page6.tif		

TRADEMARK REEL: 004194 FRAME: 0054

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), effective as of February 19, 2010 (the "Effective Date"), is made by and between BUCYRUS INTERNATIONAL, INC., a corporation organized under the laws of the State of Delaware, having an office at P.O. Box 500, 1100 Milwaukee Avenue, South Milwaukee, Wisconsin 53172 ("Assignor"), and BUCYRUS MINING EQUIPMENT, INC., a corporation organized under the laws of the State of Delaware, having an office at P.O. Box 500, 1100 Milwaukee Avenue, South Milwaukee, Wisconsin 53172 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the registered trademarks listed in Schedule A to this Agreement ("<u>Assigned Trademarks</u>") and the issued patents and patent applications listed in Schedule B to this Agreement ("<u>Assigned Patents</u>") (collectively, the "<u>Assigned Intellectual Property</u>"); and

WHEREAS, Assignor desires to sell, assign, transfer and convey, and Assignee desires to accept the sale, assignment, transfer and conveyance of, the Assigned Intellectual Property.

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

- 1. Assignment of Assignor's Assigned Intellectual Property. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance from Assignor of, all right, title and interest in and to the Assigned Intellectual Property, including all goodwill associated therewith, and the rights to sue for and remedies against past, present, and future infringements of, any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
- 2. <u>No Representations and Warranties</u>. Assignor hereby disclaims all representations and warranties concerning the Assigned Intellectual Property.
- 3. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- 4. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
- 5. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise

TRADEMARK REEL: 004194 FRAME: 0055 thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

IN WITNESS WHEREOF, Assignor and Assignee each have caused this Agreement to be executed by its respective duly authorized representative.

Assignor:

BUCYRUS INTERNATIONAL, INC.

By:

Name: Craig R. Mackus

Title: Chief Financial Officer and Secretary

Assignee:

BUCYRUS MINING EQUIPMENT, INC.

Bv:

Name: Craig R. Mackus

Title: Vice President and Treasurer

# Schedule A

# Trademarks

Country	Mark	Registration No.
U.S.	CIRCULAR ARROWS DESIGN	2835960
U.S.	HYDRA-TRAC	1153657
U.S.	LECTRA HAUL	709888
U.S.	MINE-KING	2786163
U.S.	REEDRILL	2837828
U.S.	TEXOMA	996057
U.S.	UNIT RIG	926117
U.S.	UNIT RIG AND DESIGN	1216423

# Schedule B

# **Patents**

Country	Patent No.	Title
U.S.	5,358,058	Drill automation control system
U.S.	5,064,023	Flexible ladder for use on moving conveyances
U.S.	5,398,772	Impact hammer
U.S.	6,568,744	Joint isolation system and a dump body incorporating the same
U.S.	6,754,945	Method of forming a stress isolating joint on a dump body
U.S.	5,085,520	Nose cone bearing arrangement
U.S.	5,413,186	Reverse percussion device
U.S.	5,634,524	Reverse percussion device
U.S.	7,100,709	Feed table pivot pin constraining device
U.S.	5,465,798	Drill automation control system
U.S.	5,555,699	Cross-Stiffened Panel Structure
U.S.	6,095, 263	Drill Rig operator cab viewport
U.S.	6,565,146	Dump body for an off-highway rubber- tired haulage vehicle

# **Pending Patent Applications**

Country	Application No.	Title
US	12/429,587	Rotary Blasthole Drilling Rig Flexible Jaw Pipe Positioner
US	61/183,870	Rod Changer for Rock Drill
US	12/290,579	Apparatus and System and Method for Down the Hole Carousel Drilling
US	12/365,252	Unitized Hub/Rim for Off-Road Trucks
US	12/409,063	Axial Thrust Control for Gearing
US	61/234,750 (Provisional)	Zur Automatisierung von Tagebau-Hydraulikbaggern

**RECORDED: 04/27/2010**