

Form PTO-1594
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Our Ref.: DJB-3638-250

Mail Stop Assignment Recordation Services

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JLG OmniQuip, Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State: Delaware
 Other: _____

2. Name and address of receiving party(ies):
Name: JLG Industries, Inc.
Internal Address: _____
Street Address: 1 JLG Drive

City: McConnellsburg
State/Country: Pennsylvania
Zip: 17233

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Pennsylvania
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment)
Additional name/s & address/es attached Yes No

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other: _____

Execution Date: April 16, 2010

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s) (1) _____ (2) _____ (3) _____	B. Trademark Registration No.(s) (1) 1609582 (2) 2004506 (3) 3357518
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna J. Bunton
Internal Address: _____
Street Address: Nixon & Vanderhye P.C.
901 North Glebe Road
11th Floor
City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 165.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donna J. Bunton
Name of Person Signing


Signature

April 30, 2010
Date

Total number of pages including cover sheet, attachments and document: 9

OP \$165.00 1609582

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JLG OmniQuip, Inc.

- Individual(s)
- General partnership
- Corporation-State: Delaware
- Other: _____
- Association
- Limited Partnership

- A. Trademark Application No.(s)
- (4)
 - (5)
 - (6)
 - (7)
 - (8)
 - (9)
 - (10)
 - (11)
 - (12)
 - (13)
 - (14)

2. Name and address of receiving party(ies):
Name: JLG Industries, Inc.

Internal Address: _____

Street Address: 1 JLG Drive

City: McConnellsburg

State/Country: Pennsylvania

Zip: 17233

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment)

B. Trademark Registration No.(s)

- (4) 0774039
- (5) 3048240
- (6) 3360813
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)

ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of this ____ day of April, 2010, between JLG OmniQuip, Inc., a Delaware corporation, having a place of business at 13712 Crayton Boulevard, Hagerstown, Maryland 21742 (formerly located at 13224 Fountainhead Plaza, Hagerstown, Maryland 271742) ("OmniQuip") and JLG Industries, Inc., a Pennsylvania corporation, having a place of business at 1 JLG Drive, McConnellsburg, Pennsylvania 17233 ("JLG").

WHEREAS, OmniQuip is the owner of the trademarks and registrations thereof as set forth in Schedule A attached hereto and made a part hereof (hereafter the "Trademarks") and the patents and inventions embodied therein set forth in Schedule B attached hereto and made a part hereof (hereafter the "Patents");

WHEREAS, JLG is desirous of acquiring (a) all of OmniQuip's rights, title and interest and to all of the Trademarks, including the registrations thereof, together with the goodwill of the business symbolized by the Trademarks being assigned, and (b) all of OmniQuip's interests in the Patents;

WHEREAS, OmniQuip has agreed to assign the Trademarks and Patents to JLG and JLG hereby accepts said assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the sum of \$[redacted] and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) OmniQuip does hereby assign, transfer and convey unto JLG, its successors and assigns (i) all right, title, and interest in and to the Trademarks, including without limitation all goodwill of the business symbolized by the Trademarks, and all applicable registrations thereof, and (ii) all right, title and interest in and to the Patents, including without limitation all resulting patents and applications therefore and the full and exclusive right to the inventions covered by said Patents, and to the said Patents and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of said patents and application therefor, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and OmniQuip hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Patents to JLG, for its interest as assignee, its successors, assigns, and legal representatives

(B) OmniQuip does also hereby sell, assign, transfer and convey unto JLG, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks and Patents, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

(C) OmniQuip hereby assumes all liabilities and obligations in connection with the assignment of the Trademarks and Patents, described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

1616519

TRADEMARK

REEL: 004196 FRAME: 0604

(D) OmniQuip agrees to execute and deliver at the request of JLG, all papers, documents, instruments and assignments, and to perform any other reasonable acts, at OmniQuip's sole cost and expense, that (1) JLG may require in order to vest all of OmniQuip's rights, title and interest in and to the Trademarks and Patents in JLG; (2) may be required in countries foreign to the United States to record JLG as the owner of the Trademarks and Patents herein assigned; and (3) JLG may require in any legal action that JLG may take regarding the protection of the rights of JLG in the Trademarks and Patents. The parties acknowledge the possible need or appropriateness in certain registration offices for separate assignments relating solely to a specific trademark on record in such registration offices. Accordingly, without limitation, OmniQuip agrees to execute said assignments upon request of JLG, in connection with separate assignments of trademarks.

(E) Omniquip further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, patents and title thereto, to record the Trademarks, Patents and title thereto as the property of JLG, its successors, assigns and legal representatives in accordance with the terms of this instrument.

(F) This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without reference to its conflicts of law principles.

IN WITNESS WHEREOF the parties hereto have caused this Assignment Agreement to be executed by their respective duly authorized officers and affixed their respective corporate seals hereto.

JLG OmniQuip, Inc.

By: 

Name: Ignacio A. Cortina

Title: Assistant Secretary

Date: April 16, 2010


STATE OF Maryland)

COUNTY OF Washington)

SS:

On this 16th day of April 2010, before me personally came Ignacio Cortina to me known, who being by me duly sworn, did depose and say that he holds the office of Assistant Secretary of the Assignor, JLG OmniQuip, Inc., described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment Agreement on behalf of said corporation.




Notary Public

JLG Industries, Inc.

By:

Ignacio A. Cortina
Name: Ignacio A. Cortina

Title: Assistant Secretary

Date: April 16, 2010

STATE OF Maryland)
COUNTY OF Washington) SS:---

On this 16th day of April 2010, before me personally came Ignacio Cortina to me known, who being by me duly sworn, did depose and say that he holds the office of Assistant Secretary of the Assignee, JLG Industries, Inc., described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment Agreement on behalf of said corporation.



Sandra K. Keefer
Notary Public

Schedule ATrademark SummaryLull

Country	Application Date	Application No.	Issue Date	Registration No.
U.S.	12/11/89	9446/74	8/14/90	1,609,582
U.S.	11/15/95	19202/75	10/1/96	2,004,506
U.S.	11/28/05	78,761,944	12/18/07	3,357,518
Australia	12/16/04	1034786	7/25/05	1034786
Canada	2/2/05	1,245,802	4/26/07	686599
China	12/11/06	5777389		5777389

OmniOutp & Design

Country	Application Date	Application No.	Issue Date	Registration No.
Argentina		2148922	9/30/99	1,755,266
Argentina		2148921	9/30/99	1,755,267
Brazil		820747122		
Canada		877,062	5/31/01	TMA545934
Europe	5/6/98	817,759	5/6/98	817759
Venezuela		8893-98	7/7/00	221656
Venezuela		8894-98	7/7/00	221657

OmniOutp International, Inc.

Country	Application Date	Application No.	Issue Date	Registration No.
Argentina		2083927	9/9/98	1,686,354
Argentina		2083926	9/9/98	1,686,353
Argentina		2081039	8/11/98	1,679,075
Australia		734907	8/10/98	734907
Brazil		819933929	9/4/02	819933929
Brazil		819933937		
Europe		542,753	5/22/97	542,753
Israel		112579	6/9/98	112579
Israel		112580	9/6/98	112580
Japan		9-116293	10/30/98	4,206,343
Mexico		304849	9/30/97	560245
Mexico		304850	9/30/97	560246
Norway		973655	4/2/99	189268
Switzerland		4115/1997		447529

TRADEMARK

REEL: 004196 FRAME: 0607

SkyTrak

Country	Application Date	Application No.	Issue Date	Registration No.
U.S.	11/20/62	157,660	7/28/66	774,039
U.S.	12/21/04	76/625,593	1/24/06	3,048,240
U.S.	11/28/05	78,761,820	12/25/07	3,360,613
Australia	12/16/04	1034785	8/1/05	1034785
BeneLux	12/17/71	23734	12/17/97	306,688
Brazil	8/10/78	6305/73	8/10/78	1232-06735169
Canada	3/21/80	427,641	3/21/80	241,374
Canada	2/2/05	1,245,801	5/24/07	688,137
China	12/11/06	5777390	9/13/09	5777390
Finland	4/20/87	40909172	4/20/87	66141
France	8/2/72	1,210,776	8/2/72	1,210,776
Great Britain	8/23/72	997,401	5/20/74	997,401
Japan	7/18/97	48867/95	7/18/97	3333078
Spain	8/19/72	685329	2/28/77	685329
Sweden	12/29/72	72-3585	12/29/77	141,673

Trak International

Country	Application Date	Application No.	Issue Date	Registration No.
U.S.		821177/73	11/6/99	1620832

Schedule BPatent SummaryForklift Stabilizing Apparatus

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	6/17/99	09/335,377	1/23/07	RE39477	12/5/14
U.S.	3/3/97	08/804,291	9/29/98	5,813,697	12/4/12

Load Handler with Modular Frame Assembly

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	5/11/00	09/568,798	7/6/04	6,757,958	Expires 5/11/20

Modular Frame Load Handler with Translatable Carriage

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	5/11/01	09/852,669	4/27/04	6,726,436	Expires 5/11/21
U.S. Div. 1	3/9/04	10/795,586	2/27/07	7,182,369	3/9/24
U.S. Div. 2	11/17/06	11/600,758	6/24/08	7,390,021	11/17/26

Vehicle Brake System

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	5/29/90	529,926	10/1/91	5,052,532	5/29/10