

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Titan Machinery, Inc.		10/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	670 McKnight Road N.		
<b>Internal Address:</b>	Mark Lundquist, 4th Floor		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55119		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3525481	TITAN ACCESS ACCOUNT	
<b>Registration Number:</b>	2618710	MID-LAND EQUIPMENT	
<b>Serial Number:</b>	85095110	TORQUE MASTER	
<b>Serial Number:</b>	85101726	PROTECTION PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3142592000		
<b>Email:</b>	lori.bowen@bryancave.com		
<b>Correspondent Name:</b>	Daniel A. Crowe		
<b>Address Line 1:</b>	211 North Broadway, Ste 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0313312		
<b>NAME OF SUBMITTER:</b>	Daniel A. Crowe		

CH \$115.00 3525481

**900186658**

**TRADEMARK**  
**REEL: 004499 FRAME: 0357**

Signature:	/Daniel A. Crowe/
Date:	03/16/2011
Total Attachments: 7 source=SA wells titan#page1.tif source=SA wells titan#page2.tif source=SA wells titan#page3.tif source=SA wells titan#page4.tif source=SA wells titan#page5.tif source=SA wells titan#page6.tif source=SA wells titan#page7.tif	

**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, TITAN MACHINERY INC., a Delaware corporation (“*Grantor*”) owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the “*Grantee*”) for the ratable benefit of the Lenders (as defined in the Security Agreement referenced below), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of October 31, 2010, among the Grantor, its affiliates and the Grantee (as amended from time to time, the “*Security Agreement*”), the Grantor hereby grants to the Grantee, for the ratable benefit of the Lenders, a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “*Marks*”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “*Patents*”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.


This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee, for the ratable benefit of the Lenders, under the Security Agreement and is subject to such Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31st day of October, 2010.

**GRANTOR:**

**TITAN MACHINERY INC.**  
a Delaware Corporation

By:   
Print Name: Ted O. Christianson  
Title: Vice President of Finance

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
a national banking association,  
as Administrative Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

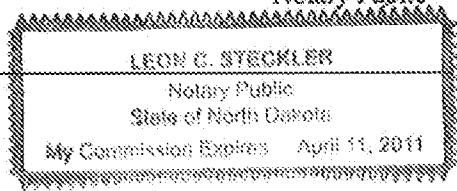
STATE OF North Dakota  
COUNTY OF Cass

On this 26<sup>th</sup> day of October, 2010, before me personally came Ted O. Christianson, to me known, who, being by me duly sworn did depose and say that he is the Vice President of Finance of Titan Machinery Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of October, 2010, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is a \_\_\_\_\_ of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31st day of October, 2010.

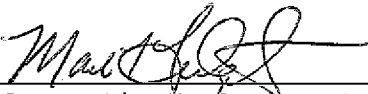
**GRANTOR:**

**TITAN MACHINERY INC.**  
a Delaware Corporation

By: \_\_\_\_\_  
Print Name: Ted O. Christianson  
Title: Vice President of Finance

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
a national banking association,  
as Administrative Agent

By:  \_\_\_\_\_  
Print Name: MARK T. LANDONIST  
Title: VICE PRESIDENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

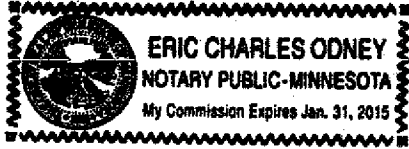
On this \_\_ day of October, 2010, before me personally came Ted O. Christianson, to me known, who, being by me duly sworn did depose and say that he is the Vice President of Finance of Titan Machinery Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Minnesota )  
 )  
COUNTY OF Ramsey )



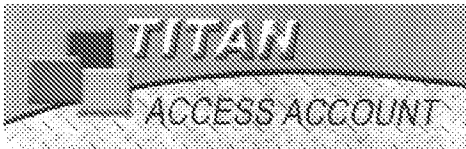
On this 29 day of October, 2010, before me personally came Mark Lundquist, to me known, who, being by me duly sworn did depose and say that he is a Vice President of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Eric Charles Odney  
\_\_\_\_\_  
Notary Public

My Commission Expires: Jan 31, 2015

**Schedule A - Trademarks**

Country	Trademark	Registration #	Issue Date	Owner
United States	Titan Access Account Design Mark 	3525481	4/28/2015	Titan Machinery Inc.
United States	"Mid-Land Equipment"	2618710	3/10/2013	Titan Machinery Inc.
United States	"TORQUE MASTER"	85095110 (serial number)	7/28/2010 (application date)	Titan Machinery Inc.
United States	"PROTECTION PLUS"	85101726 (serial number)	8/6/2010 (application date)	Titan Machinery Inc.



Schedule B - Patents

None.