

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
Genie Industries, Inc.		12/31/2009	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Manitex Load King, Inc.
Street Address:	7402 West 100th Place
City:	Bridgeview
State/Country:	ILLINOIS
Postal Code:	64055
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1508019	LOAD KING
Registration Number:	0848522	POWER FOLD

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-259-2000
 Email: ncollora@bryancave.com
 Correspondent Name: Mark A. Paskar
 Address Line 1: 211 North Broadway, Suite 3600
 Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	0309852
NAME OF SUBMITTER:	Mark A. Paskar
Signature:	/Mark A. Paskar/

CH \$65.00 1508019

Date:

04/04/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (“Trademark Assignment”) is entered into as of December 31, 2009, by and between Genie Industries, Inc., a Washington corporation with its principal offices at 18340 NE 76th Street, Redmond, Washington 98073 (“Assignor”) and Manitex Load King, Inc., a Michigan corporation with its principal offices at 7402 West 100th Place, Bridgeview, Illinois 60455 (“Assignee”).

WHEREAS, Assignor owns certain trademarks and/or service marks, for which Assignor is the owner of record of all right, title and interest in and to the registrations and applications for same, as identified more specifically on Schedule 1;

WHEREAS, this Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated on or about December 31, 2009 (the “Effective Date”), by and among Assignor and Assignee (the “APA”);

WHEREAS, Assignee desires to acquire, and Assignor is willing to assign to Assignee, all rights, title and interest in the Transferred Marks (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the marks set forth in Schedule 1, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (the “Transferred Marks”).

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Transferred Marks pertain, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Marks.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

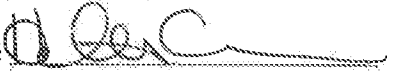
GENIE INDUSTRIES, INC.

By: 
Name: **ERIC I COHEN**
Title: **Vice President**

STATE OF CONNECTICUT)
) SS. *Westport*
COUNTY OF FAIRFIELD)

On this 30th day of December, 2009 there appeared before me Eric I Cohen, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **Genie Industries, Inc.**

WITNESS my hand and official seal.

Signature  (Seal) My commission expires _____

HEATHER GRAHAM
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2013

MANITEX LOAD KING, INC.

By: _____
Name: David J. Langevin
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this _____ day of December, 2009 there appeared before me _____, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **Manitex Load King, Inc.**

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

SCHEDULE 1

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Registration No.	Filing Date	Registration Date
Load King	1508019	June 29, 1987	October 11, 1988
PowerFold	0848522	March 10, 1967	May 7, 1968