

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan Machinery Inc.		03/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	670 MCKNIGHT ROAD N.		
Internal Address:	MARK LUNDQUIST, 4TH FLOOR		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55119		
Entity Type:	National Banking Association, as Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85389129	TITAN ADVANTAGE WARRANTY	
CORRESPONDENCE DATA			
Fax Number:	3145528323		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0313312		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		

CH \$40.00 85389129

Date:

05/01/2012

Total Attachments: 7

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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*”), 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 Amended and Restated Security Agreement, dated as of March 30, 2012, among the Grantor, certain of its affiliates, and the Grantee (as amended from time to time, the “*Security Agreement*”), the Grantor hereby grants to the Grantee 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.

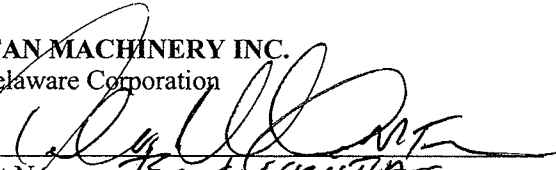
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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 30th day of March, 2012.

GRANTOR:

TITAN MACHINERY INC.
a Delaware Corporation

By: 
Print Name: TED D. CARSTENSEN
Title: VP Finance

ADMINISTRATIVE AGENT:

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

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of the 30th day of March, 2012.

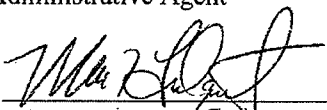
GRANTOR:

TITAN MACHINERY INC.
a Delaware Corporation

By: _____
Print Name: _____
Title: _____

ADMINISTRATIVE AGENT:

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

By:  _____
Print Name: MARK T. LUNDQUIST
Title: VICE PRESIDENT

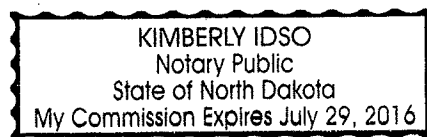
STATE OF North Dakota
COUNTY OF Cass

On this 28 day of March, 2012, before me personally came Ted O. Christensen, to me known, who, being by me duly sworn did depose and say that he is the VP 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.

Kimberly Idso
Notary Public

My Commission Expires: July 29, 2016



STATE OF _____)
COUNTY OF _____)

On this ___ day of March, 2012, 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: _____

STATE OF _____)
)
COUNTY OF _____)

On this ___ day of March, 2012, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ 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: _____

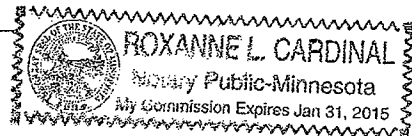
STATE OF Minnesota)
)
COUNTY OF Ramsey)

On this 30th day of March, 2012, before me personally came Mark Sundquist, 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.

Roxanne L. Cardinal
Notary Public

My Commission Expires: Jan. 31, 2015



Schedule A - Trademarks

Country	Trademark	Application/ Registration #	Issue Date	Owner
USA	"Titan Advantage Warranty"	85389129	N/A	Titan Machinery Inc.
European Union	Titan Europe	N/A	N/A	Titan Machinery Inc.
European Union	Titan Machinery	N/A	N/A	Titan Machinery Inc.

Schedule B - Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
N/A	N/A	N/A	N/A	N/A