

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
Terex USA, LLC		03/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CMI Terex Corporation		
Street Address:	I-40 Morgan Road		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73128		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1072532	CEDARAPIDS	
Registration Number:	1465176	FASTACH	
Registration Number:	3125722	REMIX ANTI-SEGREGATION SYSTEM	
Registration Number:	1900350	STRETCH 16	
Registration Number:	1454903	STRETCH 20	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(248)358-4400		
Email:	ccarswell@brookskushman.com		
Correspondent Name:	Chanille Carswell		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	TERT0401A		

CH \$140.00 1072532

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TRADEMARK
REEL: 004975 FRAME: 0156

NAME OF SUBMITTER:	Chanille Carswell
Signature:	/chanille carswell/
Date:	03/05/2013
Total Attachments: 6 source=Assignment to CMI Terex Corporation#page1.tif source=Assignment to CMI Terex Corporation#page2.tif source=Assignment to CMI Terex Corporation#page3.tif source=Assignment to CMI Terex Corporation#page4.tif source=Assignment to CMI Terex Corporation#page5.tif source=Assignment to CMI Terex Corporation#page6.tif	

THIS BILL OF SALE AND ASSIGNMENT (this "Agreement") is entered into effective as of March 4, 2013 ("**Effective Date**"), by and between Terex USA, LLC, a Delaware limited liability company ("**Seller**"), and CMI Terex Corporation, an Oklahoma corporation ("**Buyer**").

WHEREAS, Seller owns the Acquired Assets (as defined below); and

WHEREAS, upon the terms set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Acquired Assets.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer and Assignment of Acquired Assets. Effective as of the Effective Date, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer all of Seller's right, title and interest to and in the assets described on Exhibit A (the "**Acquired Assets**") including the right to sue for any present, past, and/or future infringement, and Buyer does hereby purchase, acquire and accept from Seller the Acquired Assets.

2. Purchase Price. In consideration of the sale, transfer, conveyance and assignment of the Acquired Assets, Buyer will pay to Seller [REDACTED]

3. Confirmatory Instruments. The parties to this Agreement will execute and deliver such other transfer or conveyance documents, certificates, agreements and other writings and take such other actions as may reasonably be necessary or requested by another party in order to consummate, evidence or implement expeditiously the transactions contemplated by this Agreement.

4. Third Parties. This Agreement shall be binding upon Buyer and Seller and their respective successors and permitted assigns. Nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Severability. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

6. Amendment. This Agreement may only be amended in a writing signed by Buyer and Seller.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.

8. Counterparts. This Agreement may be executed in any number of counterparts, with the same effect as if the signature on each counterpart were upon the same instrument. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement solely for the purposes set forth above, all as of the date first above written.

SELLER:

TEREX USA, LLC

By: PCW Widman
Name: Phillip C. Widman
Title: Manager

BUYER:

CMI TEREX CORPORATION

By: PCW Widman
Name: Phillip C. Widman
Title: Vice President

Signature Page for Bill of Sale

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EXHIBIT A
INTELLECTUAL PROPERTY
PATENTS

Patent Title	Country	Patent No.	Issue Date
Ultrasonic Sensor Mounting Device	US	5,301,170	12/2/2012
Paver With Material Supply And Mat Grade And Slope Quality Control Apparatus And Method	US	5,356,238	3/10/2013
Paver With Material Supply And Mat Grade And Slope Quality Control Apparatus And Method	US	5,401,115 Divisional of 5356238	3/10/2013
Reversible Handedness Screed Control Device	US	5,511,900	12/15/2014
Asphalt Paver With Compaction Compensating System	US	5,599,134	9/15/2015
Asphalt paver with remixing conveyor system	US	6,007,272	8/25/2017
Edge compacting device for an asphalt paver	US	6,019,544	3/20/2018
Additive injection device for paving machines	US	6,071,040	10/1/2018
Asphalt paver with remixing conveyer system	US	6,099,205	8/17/2018
Tensioning device for a tracked vehicle	US	6,224,172	3/20/2018
Method of remixing hot mix asphalt material in an asphalt paver and a mat of asphalt material having uniform aggregate distribution made by the same	US	6,375,386	7/28/2020
Apparatus and method for heating road building equipment	US	7,300,225	3/14/2025

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Item No.	Country	Patent No.	Priority Date
A frame raising multi-use paving tractor with blind mateable quick connecting tool attachments	US	7,458,747	5/9/2026
Multi-stage modular road paving equipment and method of manufacture and sale	US	7771138	3/21/2027
A frame raising multi-use paving tractor with blind mateable quick connecting tool attachments	US	7,938,596	11/11/2028
Tensioning Device for a Flexible Tracked Vehicle	CA	2262285	2/15/2019
Edge compacting device for an asphalt paver	CA	2262281	2/15/2019
Asphalt paver with remixing conveyor system	CA	2181969	7/24/2016
Asphalt paver with compaction compensating system	CA	2181970	7/24/2016
Multi-Use Paving Tractor with Tool Attachments	EP	1516962	8/10/2024
A frame raising multi-use paving tractor with blind mateable quick connecting tool attachments	US	8,025,458	3/29/2031
Tackless Tack Precoating System & Method for Hot Mix Asphalt Paving	US	8061931	4/09/2029

TRADEMARKS

Trademark	Country	Number of Registrations
CEDARAPIDS	US	1,072,532
FASTACH	US	1,465,176
REMIX ANTI-SEGREGATION	US	3,125,722
STRETCH 16	US	1,900,350
STRETCH 20	US	1,454,903
CEDARAPIDS	CANADA	TMA266079
CEDARAPIDS	CHINA	5389986
CEDARAPIDS	HONG KONG	1991B3662
CEDARAPIDS	JAPAN	1933890
CEDARAPIDS	MALAYSIA	84001968
CEDARAPIDS	PHILIPPINES	41478