

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.		08/01/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Terex South Dakota, Inc.
Street Address:	500 Oakwood Road
City:	Watertown
State/Country:	SOUTH DAKOTA
Postal Code:	57201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2160463	AWP
Registration Number:	3540392	
Registration Number:	2110747	DPL
Registration Number:	1651334	GENIE
Registration Number:	1654719	GENIE
Registration Number:	1670051	GENIE AWP
Registration Number:	2003107	IWP
Registration Number:	3130805	JIB-EXTEND
Registration Number:	2643845	RUNABOUT
Registration Number:	2004370	S
Registration Number:	2076560	SUPER HOIST
Registration Number:	2023489	SUPER TOWER
Registration Number:	2086891	SUPERLIFT
Registration Number:	2066366	SUPERLIFT CONTRACTOR

CH \$415.00 2160463

Registration Number:	3166032	XCHASSIS
Registration Number:	2006102	Z

CORRESPONDENCE DATA

Fax Number: 2483583351
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (248)358-4400
Email: rlederman@brookskushman.com
Correspondent Name: Robyn S. Lederman
Address Line 1: 1000 Town Center, 22nd Floor
Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:	TERT0440A
NAME OF SUBMITTER:	Robyn S. Lederman
Signature:	/Robyn S. Lederman/
Date:	08/09/2013

Total Attachments: 7
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INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

(GENIE DIVISION – GI/TSD)

THIS INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of August 1, 2011 ("Effective Date") by and between:

Genie Industries, Inc., a company organized and existing under the laws of the State of Washington ("Assignor"),

and

Terex South Dakota, Inc. (formerly known as Telex-Telelect, Inc.), a company organized and existing under the laws of the State of Delaware ("Assignee").

(Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

- A. Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to acquire and accept from Assignor, Assignor's intellectual property rights (defined herein as the "Intellectual Property").
- B. The Parties desire to effect such sale, transfer, conveyance and assignment of the Intellectual Property in consideration for a lump-sum payment, and in accordance with the terms and conditions set forth herein.

The Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party. For purposes of this definition, the term "control" shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity or association.

1.2 "Copyrights" shall mean (a) any rights in original works of authorship fixed in any tangible medium of expression, and (b) all rights in and to any of the foregoing, which are owned, licensed, or acquired by Assignor as of the Effective Date.

1.3 "Intellectual Property" shall mean any and all Patents, Copyrights, Know-How, Trademarks, inventions, trade secrets, customer intangibles, and other intellectual and industrial property rights, intangible property rights, and proprietary rights, together with all enhancements, improvements, modifications, translations, and adaptations thereof, whether registered or not, and all applications and registrations therefor, relating to any or all of the Products, which are owned, licensed or otherwise acquired

by Assignor as of the Effective Date. This definition of Intellectual Property includes, without limitation, the registered intellectual property listed on Schedule 1.3 attached hereto. For the avoidance of doubt, Intellectual Property does not include any workforce goodwill.

1.4 "Know-How" shall mean any and all technical information, know-how, manufacturing processes, procedures, methods, computer programs (in source code and object code form), flow charts, drawings, formulae, specifications, designs, process technology, manufacturing requirements, and quality control standards, which are owned, licensed or otherwise acquired by Assignor as of the Effective Date and used in connection with the Products.

1.5 "Patents" shall mean and include any and all (a) patents, patent applications, and patent disclosures, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof, and (b) all rights in and to any of the foregoing, whether registered or unregistered, which are owned, licensed, or acquired by Assignor as of the Effective Date.

1.6 "Products" shall mean and refer to, individually and/or collectively, Assignor's material lifts, aerial work platforms, trailer-mounted booms and light towers, telehandlers, scissor lifts, and self-propelled telescopic and articulating booms and related products.

1.7 "Trademarks" shall mean the trademarks, trade names, service marks, trade dress, logos and similar designations, which are owned, licensed or otherwise acquired by Assignor as of the Effective Date and used in connection with the Products.

Section 2 - Sale, Transfer, Conveyance, and Assignment of Intellectual Property

2.1 Subject to the license in Section 2.2 below, Assignor hereby sells, transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, absolutely all right, title and interest in and to the Intellectual Property.

2.2 Notwithstanding the transfer of all right, title and interest in and to the Intellectual Property under Section 2.1 above, Assignor hereby reserves a non-exclusive, worldwide right and license, with the right to grant and authorize sublicenses, to utilize the Trademarks solely in connection with Assignor's marketing and distribution activities as part of its service parts business.

2.3 If, and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Intellectual Property cannot be assigned as provided in Section 2.1 hereof (a) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible, and (b) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Intellectual Property that cannot be assigned as contemplated by Section 2.1.

2.4 In furtherance of the transactions contemplated by Sections 2.1, the Parties agree to execute and deliver all instruments of sale, transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the sale, transfer, conveyance and assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Intellectual Property. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to some

of the Intellectual Property to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements.

2.5 On or promptly after the Effective Date, Assignor shall deliver to Assignee or its designee all tangible embodiments of the Intellectual Property and all records and documentation relating thereto, including but not limited to (a) the software included in the Intellectual Property, and (b) all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of any Intellectual Property.

2.6 Assignee acknowledges and agrees that (a) Assignor is not making any representations or warranties, express or implied, with respect to any Intellectual Property transferred pursuant to this Agreement or otherwise, (b) all such Intellectual Property is being transferred on an "as is," "where is" basis, and (c) Assignee will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in it good and marketable title to the Intellectual Property, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

2.7 The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Assignor and Assignee will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

2.8 The Parties acknowledge and agree that the transfer of the Intellectual Property under Section 2.1 includes the assignment by Assignor to Assignee of the right to sue for or otherwise enforce past, present and future infringement claims with respect to the Intellectual Property and to freely control any such lawsuits or settlements of the same. As owner of the Intellectual Property, Assignee will defend against any and all past, present or future claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the Intellectual Property infringe the intellectual property or proprietary rights of any third party. For the avoidance of doubt, Assignee shall be responsible for the maintenance of any patents or other Intellectual Property required by the applicable governmental or regulatory body.

2.9 Notwithstanding the rights and obligations of Assignee under Section 2.8 above as owner of the Intellectual Property, Assignor shall indemnify and hold Assignee harmless against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that Assignor's (or its sublicensee's) use of the Intellectual Property prior to the Effective Date infringed intellectual property or proprietary rights of any third party.

Section 3 - Consideration and Payment Terms

3.1 Consideration. In consideration of the Intellectual Property sold, transferred, conveyed and assigned by Assignor to Assignee hereunder, Assignee shall pay Assignor [REDACTED]

3.2 Terms of Payment. The Purchase Price shall be paid in United States Dollars within sixty (60) days of the Effective Date.

Section 4 - General Provisions

4.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

4.2 Governing Law. The laws of the State of New York, U.S.A., without reference to its principles of conflicts of law, govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

4.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

4.4 No Waiver. The failure by any Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

4.5 Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

4.6 Entire Agreement. This Agreement, together with the Schedule 1.3 attached hereto, constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

4.7 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

4.8 Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns. No Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing will be null and void. Nothing in this Section 4.8 shall limit in any way the rights granted to Assignee in Section 1 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the Intellectual Property.

4.9 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the Effective Date.

GENIE INDUSTRIES, INC.

By: *Eric Cohen*

Name: ERIC I COHEN

Vice President

Title: _____

Date: 9-27-2011

TEREX SOUTH DAKOTA, INC.

By: *Phillip C. Widman*

Name: Phillip C. Widman

Title: Vice President

Date: 9-27-2011

TITLE	TM / COPYRIGHT	COUNTRY	STATUS	APPLICATION #
[REDACTED]	ORG			
[REDACTED]	ORG			
[REDACTED]	ORG			
[REDACTED]	ORG			
[REDACTED]	ORG			
[REDACTED]	ORG			
AWP	Trademark - ORG	United States of America	Registered	75/283,569
DPL	Trademark - ORG	United States of America	Registered	75/194,675
GENIE	Trademark - ORG	United States of America	Registered	74/038,352
GENIE	Trademark - ORG	United States of America	Registered	74/038,389
GENIE AWP	Trademark - ORG	United States of America	Registered	74/132,021
IWP	Trademark - ORG	United States of America	Registered	75/006,085
JIB-EXTEND	Trademark - ORG	United States of America	Registered	78/449,852
RUNABOUT	Trademark - ORG	United States of America	Registered	76/081,831
S (Stylized)	Trademark - ORG	United States of America	Registered	75/006,081
SUPER HOIST	Trademark - ORG	United States of America	Registered	75/006,083
SUPER TOWER	Trademark - ORG	United States of America	Registered	75/005,547
SUPERLIFT	Trademark - ORG	United States of America	Registered	75/006,078
SUPERLIFT CONTRACTOR	Trademark - ORG	United States of America	Registered	75/006,080
UGENIE	Trademark - ORG	United States of America	Registered	78/887,304
UNLOCK HIDDEN SAVINGS	Trademark - ORG	United States of America	Registered	78/887,312
XCHASSIS	Trademark - ORG	United States of America	Registered	78/405,674
Z (Stylized)	Trademark - ORG	United States of America	Registered	75/006,082
Blue Aerial Platform Design (in color)	Trademark - ORG	United States of America	Registered	78/919,948
[REDACTED]	ORG			