

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maxim Crane Works, L.P.		11/26/2013	LIMITED PARTNERSHIP: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as collateral agent
<b>Street Address:</b>	1525 W WT Harris Blvd., MAC D1109-019
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2721237	WHATEVER IT TAKES
Registration Number:	2684203	MAXIM CRANE WORKS
Registration Number:	2681621	MAXIM
Registration Number:	2684200	MAXIM CRANE WORKS
Registration Number:	2684199	MAXIM
Registration Number:	2684198	X

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

OP \$165.00 2721237

**TRADEMARK**

NAME OF SUBMITTER:	Elaine Carrera Legal Assistant
Signature:	/Marina Kelly Thomson Reuters/
Date:	11/27/2013
<b>Total Attachments: 6</b> source=12 - Trademark Security Agreement#page1.tif source=12 - Trademark Security Agreement#page2.tif source=12 - Trademark Security Agreement#page3.tif source=12 - Trademark Security Agreement#page4.tif source=12 - Trademark Security Agreement#page5.tif source=12 - Trademark Security Agreement#page6.tif	

**GRANT OF SECOND LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 26, 2013 is made by MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership located at 1225 Washington Pike, Bridgeville, PA 15017 (the “Obligor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) for the Secured Parties, in accordance with the Second Lien Credit Agreement, dated as of November 26, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership (the “Borrower”), the other parties thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Obligor, Holdings, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 26, 2013, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a security interest in all Intellectual Property; including the trademarks, and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Term Loans, and to secure the Obligations, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor’s right, title and interest in, to and under the trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.
3. Certain Limited Exclusions Applicable to Security Interest in Trademarks. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege

Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use applicable under applicable federal law.

4. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

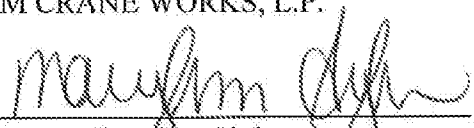
5. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAXIM CRANE WORKS, L.P.

By:

  
Name: Mary Ann Sigler

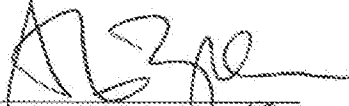
Title: Vice President

Date:

[Signature Page Maxim Crane Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005162 FRAME: 0580**




WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Collateral Agent for the Secured Parties

By:   
Name: ALEX Y. KIM  
Title: DIRECTOR  
Date:

[Signature Page Maxim Crane Second Lien Trademark Security Agreement]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications and U.S. exclusive Trademark Licenses**

#	Trademark	Serial Number	Registration Number	Type	Filing Date	Registration Date
1	WHATEVER IT TAKES	7644044 4	2721237	Typed Drawing	08/14/02	06/03/03
2	MAXIM CRANE WORKS	7602367 2	2684203	Typed Drawing	04/11/00	02/04/03
3	MAXIM	7602367 1	2681621	Typed Drawing	04/11/00	01/28/03
4		7602276 7	2684200	Design Plus Words, Letters and/or numbers	04/11/00	02/04/03
5		7602264 8	2684199	Design Plus Words, Letters and/or numbers	04/11/00	02/04/03
6		7602264 7	2684198	Design Plus Words, Letters and/or numbers	04/11/00	02/04/03