

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
BADGER EQUIPMENT COMPANY		12/20/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas Banking Association: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86011437	LITTLE GIANT
Serial Number:	85972853	BADGER
Registration Number:	0887130	CRUZ-AIR

CORRESPONDENCE DATA

Fax Number: 3134968454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3134967912
 Email: berger@millercafield.com
 Correspondent Name: Kimberly A. Berger
 Address Line 1: 150 West Jefferson Avenue
 Address Line 2: Suite 2500
 Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	022751-08371
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CH \$90.00 86011437

NAME OF SUBMITTER:	Kimberly A. Berger
Signature:	/Kimberly A. Berger/
Date:	01/17/2014
Total Attachments: 3 source=Grant of Security Interest BADGER EQUIPMENT trademarks#page1.tif source=Grant of Security Interest BADGER EQUIPMENT trademarks#page2.tif source=Grant of Security Interest BADGER EQUIPMENT trademarks#page3.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, BADGER EQUIPMENT COMPANY, a Minnesota corporation ("Grantor"), grants to COMERICA BANK, as Agent for and on behalf of the US Lenders (as defined below) and on behalf of the Canadian Lenders (as defined below) (in such capacity, the "Agent") a security interest in and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. (a) All trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Exhibit A attached hereto, and (b) all goodwill connected with the use of and symbolized by such marks; *provided* that the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement dated as of August 19, 2013, as may be amended and/or supplemented from time to time ("Security Agreement") made by and among Grantor, Manitex International, Inc., a Michigan corporation, Manitex, Inc., a Texas corporation, Manitex Sabre, Inc., a Michigan corporation, Manitex Load King, Inc., a Michigan corporation (collectively, the "US Borrowers"), Liftking, Inc., a Michigan corporation and Manitex, LLC, a Delaware limited liability company and Agent in favor of Agent for the purposes of security as provided in the Security Agreement and pursuant to the terms of that certain Credit Agreement dated August 19, 2013 among US Borrowers, Manitex Liftking, ULC, an Alberta unlimited liability corporation, the other Credit Parties (as defined therein) a party thereto, and Comerica Bank, a Texas banking association, in its capacity as US Agent (as defined in the Credit Agreement), for and on behalf of the US Lenders (as defined in the Credit Agreement and referred to herein as the "US Lenders"), Comerica Bank, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada), in its capacity as the Canadian Agent (as defined in the Credit Agreement), for and on behalf of the Canadian Lenders (as defined in the Credit Agreement and referred to herein as the "Canadian Lenders"), and all the other Lenders (as defined therein) from time to time party thereto. Grantor and Agent acknowledge and affirm that the rights, privileges and remedies of Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

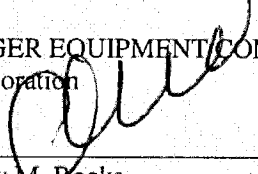
[Signature Page – Grant of Security Interest in Trademarks (Badger Equipment Company)]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of 12-20, 2013.

Principal Place of Business:

9725 Industrial Drive
Bridgeview, Illinois 60455

Grantor: BADGER EQUIPMENT COMPANY, a
Minnesota corporation

By:  _____

Andrew M. Rooke

Its: Vice President

EXHIBIT A

U.S. TRADEMARKS

Trademark	Reg. No. / Serial No.
LITTLE GIANT	86011437
BADGER	85972853
CRUZ-AIR	0887130

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