OP \$40.00 75303100

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM318415

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Crane and Tractor Parts, Inc.		09/29/2014	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.	
Street Address:	115 South LaSalle Street 12 West	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	75303100	AMERICAN CRANE & TRACTOR PARTS INCORPORA	

CORRESPONDENCE DATA

Fax Number: 3123322196

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3122014000

Email: kristina.bunker@goldbergkohn.com
Correspondent Name: Goldberg Kohn Ltd. c/o Kristina Bunker
Address Line 1: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.124
NAME OF SUBMITTER:	Kristina Bunker
SIGNATURE:	/kab/
DATE SIGNED:	09/30/2014

Total Attachments: 3

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> TRADEMARK REEL: 005371 FRAME: 0100

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 29, 2014, by AMERICAN CRANE AND TRACTOR PARTS, INC. ("Grantor"), in favor of BMO HARRIS BANK N.A. ("Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Amended and Restated Loan and Security Agreement, dated September 29, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee (and has reaffirmed a prior grant to the Grantee of) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

AMERICAN CRANE AND TRACTOR PARTS, INC., a Missouri corporation

By: Name: President Part De la Constitución de la C

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Trademark Registrations and Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
American Crane and Tractor	75303100	2221241	02/02/1999
Parts Incorporated			

Signature Page to Trademark Security Agreement

RECORDED: 09/30/2014

TRADEMARK REEL: 005371 FRAME: 0103