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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM325849

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch as Collateral Agent		12/10/2014	BANK: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	A.S.V., Inc.	
Street Address:	et Address: 200 Nyala Farm Road	
City:	ty: Westport	
State/Country:	CONNECTICUT	
Postal Code:	06880	
Entity Type:	CORPORATION: MINNESOTA	
Name:	Terex Corporation	
Street Address:	200 Nyala Farm Road	
City:	ty: Westport	
State/Country:	ountry: CONNECTICUT	
Postal Code:	ostal Code: 06880	
Entity Type:	CORPORATION: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3480136	ASV

#### CORRESPONDENCE DATA

**Fax Number:** 4045726805

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:** 212-541-1145

**Email:** trademarks.atl@bryancave.com

Correspondent Name: Gretchen Von Dwingelo/Bryan Cave LLP

Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0370864	
NAME OF SUBMITTER:	Gretchen Von Dwingelo	
SIGNATURE:	/Gretchen Von Dwingelo/	TRADEMARK

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DATE SIGNED:	12/11/2014	
Total Attachments: 3		
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#### U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of December 10, 2014 by CREDIT SUISSE AG, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Existing Credit Agreement referred to below.

A. Reference is made to the Amended and Restated Credit Agreement dated as of August 5, 2011, as amended by Amendment No. 1, dated as of October 12, 2012, and Amendment No. 2, dated as of November 13, 2013 (as amended, supplemented or otherwise modified prior to the date hereof, the "*Existing Credit Agreement*"), among Terex Corporation ("*Terex*"), New Terex Holdings UK Limited, Terex International Financial Services Company, Terex Lifting Australia Pty Ltd and Terex Italia S.r.L., the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse AG, Cayman Islands Branch as Collateral Agent.

B. Reference is made to (i) the Amended and Restated Guarantee and Collateral Agreement dated as of August 11, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Terex, the subsidiaries of Terex party thereto (together with Terex, the "Grantors") and the Collateral Agent and (ii) the Trademark Security Agreement, dated as of August 11, 2011, among the Grantors and the Collateral Agent (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"). Pursuant to the Guarantee and Collateral Agreement and the Security Agreement, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the registered trademarks and trademark applications of the Grantors set forth on Schedule I hereto (the "Trademarks"), which security interest was recorded with the United States Patent & Trademark Office at the reels and frames as set forth on Schedule I.

C. In connection with the termination of the Existing Credit Agreement, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Guarantee and Collateral Agreement, the Security Agreement and the other Loan Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks pursuant to the Guarantee and Collateral Agreement, the Security Agreement and the other Loan Documents shall hereby automatically terminate (without any representation or warranty of any kind or nature), including, without limitation, the Trademarks set forth on Schedule I attached hereto, the debt secured thereby having been paid and satisfied in full.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: Bill O'Daly

Title: Authorized Signatory

by

Name: Sean MacGregor
Title: Authorized Signatory

### Schedule I

# A.S.V., Inc. U.S. Trademarks

ENTITY NAME	TITLE/MARK	REG. NUMBER	REGISTRATION DATE	
A.S.V., INC.	ASV & Design	3480136	5-Aug-2008	5-Aug-2018

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**RECORDED: 12/11/2014** 

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