

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as successor to The Chase Manhattan Bank, as Administrative Agent		03/03/2016	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grove U.S. LLC		
<b>Street Address:</b>	1565 Buchanan Trail East		
<b>City:</b>	Shady Grove		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17256		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0792129	GROVE	
<b>Registration Number:</b>	1152137	MANLIFT	
<b>Registration Number:</b>	1291860	G GROVE	
<b>Registration Number:</b>	2289383	YARDBOSS GROVE	
<b>Registration Number:</b>	2684135	MEGAFORM	
<b>Registration Number:</b>	2976423	GROVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>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.</i>			
<b>Phone:</b>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	18103.325		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		

CH \$165.00 0792129

<b>SIGNATURE:</b>	/Michelle Foy/
<b>DATE SIGNED:</b>	03/05/2016
<b>Total Attachments: 3</b> source=Trademark Release Chase Manhattan (Grove US LLC)#page1.tif source=Trademark Release Chase Manhattan (Grove US LLC)#page2.tif source=Trademark Release Chase Manhattan (Grove US LLC)#page3.tif	

## TRADEMARK RELEASE

This Trademark Release is made and effective as of March 3, 2016, by **JPMORGAN CHASE BANK, N.A.**, as successor to The Chase Manhattan Bank, as administrative agent ("Agent") under a Credit Agreement (described more fully below), in favor of **GROVE U.S. LLC** a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor executed in favor of Agent (i) that certain Revolving Credit Agreement dated as of September 25, 2001 (as amended, modified, restated and/or supplemented from time to time, the "Credit Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Credit Agreement); (ii) that certain Pledge and Security Agreement dated as of September 25, 2001; and (iii) that certain Trademark Security Agreement dated as of September 25, 2001 ("Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 31, 2001 at Reel 002408, Frame 0676 against the Trademarks set forth on Schedule A thereto;

WHEREAS, Agent has confirmed (i) payment of all outstanding obligations of Grantor, (ii) termination and release of all security interests made by Grantor to Agent, and (iii) authorization for Grantor and/or its counsel to file on behalf of Agent any intellectual property releases and other releases necessary to effectuate the releases contemplated by such pay-off letter;

WHEREAS, Agent has agreed to and confirms its release of the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademarks and reassigns the same to Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby fully and finally terminates the Collateral Agreement and releases any and all of its security interests in and liens on all of Grantor's right, title and interest in and to (a) all the Trademarks and Trademark Licenses, including, without limitation, the Trademark registrations and Trademark applications set forth on **Schedule A** attached hereto, (b) all reissues, continuations or extensions of the foregoing; proceeds and products of the Marks, (c) all goodwill of the businesses connected with the use of, and symbolized by, each Trademark and each Trademark License, and (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to (a) all the Trademarks and Trademark Licenses, including, without limitation, the Trademark registrations and Trademark applications set forth on **Schedule A** attached hereto, (b)

all reissues, continuations or extensions of the foregoing; proceeds and products of the Marks, (c) all goodwill of the businesses connected with the use of, and symbolized by, each Trademark and each Trademark License, and (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. This Trademark Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

Executed on the 2nd day of March, 2016.

**JPMORGAN CHASE BANK, N.A.**,  
as successor to,  
The Chase Manhattan Bank  
Administrative Agent

By: \_\_\_\_\_

Name: Sabir Hashmy

Title: Senior Credit Executive

**SCHEDULE A**

**TRADEMARKS – GROVE U.S., LLC**

Mark	Reg. No. / Date	Country	Status
GROVE	792,129 July 6, 1965	US	Registered
MANLIFT	1,152,137 April 28, 1981	US	Registered
G GROVE & Design	1,291,860 August 28, 1984	US	Registered
YARDBOSS GROVE	2,289,383 October 26, 1999	US	Registered
MEGAFORM	2,684,135 February 4, 2003	US	Registered
GROVE	2,976,423 July 26, 2005	US	Registered