

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		03/03/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Grove U.S. L.L.C.		
Street Address:	1565 Buchanan Trail East		
City:	Shady Grove		
State/Country:	PENNSYLVANIA		
Postal Code:	17256		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0792129	GROVE	
Registration Number:	1152137	MANLIFT	
Registration Number:	1291860	G GROVE	
Registration Number:	2289383	YARDBOSS GROVE	
Registration Number:	2691261	TWIN-LOCK	
Registration Number:	2684135	MEGAFORM	
Registration Number:	2976423	GROVE	
Registration Number:	2717170	MEGATRAK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	18103.325		

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NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	03/05/2016
Total Attachments: 3 source=Trademark Release of Security Agreement (Grove LLC)#page1.tif source=Trademark Release of Security Agreement (Grove LLC)#page2.tif source=Trademark Release of Security Agreement (Grove LLC)#page3.tif	

TRADEMARK RELEASE

This Trademark Release is made and effective as of March 3, 2016, by **JPMORGAN CHASE BANK, N.A.**, as Collateral Agent (the "Agent") under a Security Agreement (describe more fully below), in favor of **GROVE U.S. L.L.C.**, a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor executed in favor of Agent (i) that certain Security Agreement dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time the "Security Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Security Agreement), and (ii) that certain Grant of Security Interest in United States Trademarks executed April 14, 2008 ("Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on March 16, 2009 at Reel 003999, Frame 0152 against the Trademarks set forth on Schedule A thereto;

WHEREAS, pursuant to those certain pay-off letter dated March 3, 2016, Agent 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 Marks 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 Trademark Security Agreement and releases its security interest in and lien on all of Grantor's right, title and interest in and to (i) the Marks, including, without limitation, the Trademark registrations and Trademark applications set forth on **Schedule A** attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same.

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 (i) the Marks, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same.

3. This Trademark Release and Reassignment 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 26th day of February, 2016.

JPMORGAN CHASE BANK, N.A.
Collateral Agent

By: 
Name: Richard D. Barritt
Title: Vice President

[Signature Page to Trademark Release of Security Agreement – Grove US LLC]

TRADEMARK
REEL: 005746 FRAME: 0601

SCHEDULE A

TRADEMARKS – Grove U.S. L.L.C.

Mark	App. No. / Date	Reg. No. / Date	Country	Status
GROVE	72/196,657 June 29, 1964	792,129 July 6, 1965	U.S.	Active
MANLIFT	73/142,756 September 28, 1977	1,152,137 April 28, 1981	U.S.	Active
G GROVE	73/406,285 December 16, 1982	1,291,860 August 28, 1984	U.S.	Active
YARDBOSS GROVE	75/352,841 September 8, 1997	2,289,383 October 26, 1999	U.S.	Active
TWIN-LOCK	75/558,636 September 22, 1998	2,691,261 February 25, 2003	U.S.	Active
MEGAFORM	75/903,864 January 27, 2000	2,684,135 February 4, 2003	U.S.	Active
GROVE	75/921,174 February 16, 2000	2,976,423 July 26, 2005	U.S.	Active
MEGATRAK	76/362,461 January 24, 2002	2,717,170 May 20, 2003	U.S.	Active