

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC International Trade Finance Limited		07/21/2016	Private Limited Company:
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: 7			
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:	2684135	MEGAFORM	
Registration Number:	2976423	GROVE	
Registration Number:	2717170	MEGATRAK	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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>			
Email:	mrogers@foley.com		
Correspondent Name:	Christopher M. King		
Address Line 1:	777 E. Wisconsin Avenue		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Christopher M. King		
SIGNATURE:	/Christopher M. King/		
DATE SIGNED:	07/25/2016		

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Total Attachments: 3

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TRADEMARK RELEASE

This Trademark Release is made and effective as of July 21, 2016, by **HSBC INTERNATIONAL TRADE FINANCE LIMITED**, (“HSBC”) in favor of **GROVE U.S. LLC** a Delaware limited liability company (the “Grantor”).

WHEREAS, Grantor executed in favor of certain lenders that certain Credit Agreement dated as of April 29, 1998 (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);

WHEREAS, in connection with the Credit Agreement, Grantor executed in favor of The Chase Manhattan Bank, as Administrative Agent, that certain Guarantee and Collateral Agreement dated as of April 29, 1998;

WHEREAS, HSBC and Grantor are parties to the Amended and Restated Facility Letter (as amended, the “Amended and Restated Facility Letter”) pursuant to which HSBC agreed to purchase from Grantor, from time to time, and subject to the conditions set forth therein, indebtedness owing to Grantor arising from Grantor’s credit sales of equipment to its distributors, as well as chattel paper and accounts receivable purchased by Grantor from National Crane Corporation arising under contracts for the sale of equipment by Crane;

WHEREAS, pursuant to the Intercreditor Agreement, dated as of January 11, 2001, among the Administrative Agent and HSBC, and as contemplated in Amendment No. 6 to the Amended and Restated Facility Letter dated December 28, 2000, the Lenders and Loan Parties agreed to permit certain losses of HSBC in respect of the Amended and Restated Facility Letter to be secured by liens on collateral that also secures the Credit Agreement as described in the Intercreditor Agreement;

WHEREAS, Grantor executed in favor of HSBC that certain Supplemental Guarantee and Collateral Agreement dated as of January 11, 2001 (“Supplemental Collateral Agreement”);

WHEREAS, the Supplemental Collateral Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on March 15, 2002 at Reel 2463, Frame 0774 against various trademarks, trademark registrations and trademark applications (the “Marks”);

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

WHEREAS, HSBC 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. HSBC hereby fully and finally terminates the Supplemental 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 (i) the Marks, including, without limitation, the Marks set forth on **Schedule A** attached hereto, (ii) all proceeds 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 hereof for infringement of any of the Marks or unfair competition regarding the same.

2. HSBC hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by HSBC, all of HSBC's right, title and interest (if any) in and to (i) the Marks, including, without limitation, the Marks set forth on **Schedule A** attached hereto, (ii) all proceeds 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 hereof for infringement of any of the Marks or unfair competition regarding the same.

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 21 day of July, 2016.

**HSBC INTERNATIONAL TRADE
FINANCE LIMITED**

By:  _____

Name: Frederic Vilsboe

Title: Director

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	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
MEGATRAK	2,717,170 May 20, 2003	US	Registered

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