

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Biomass Industries, Inc.		04/21/2015	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Terex USA, LLC		
Street Address:	200 Nyala Farm Road		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4098215	CHIPMAX	
Registration Number:	2323911	CBI GRIZZLY MILL	
Registration Number:	1797543	CBI	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	(248)358-4400		
Email:	gdonohue@brookskushman.com,lnikkila@brookskushman.com		
Correspondent Name:	Gary W. Donohue		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	TERT0541A		
NAME OF SUBMITTER:	Gary W. Donohue		
SIGNATURE:	/gary donohue/		
DATE SIGNED:	10/24/2016		
Total Attachments: 6			
source=CBI assignment redacted#page1.tif			
source=CBI assignment redacted#page2.tif			

CH \$90.00 4098215

source=CBI assignment redacted#page3.tif
source=CBI assignment redacted#page4.tif
source=CBI assignment redacted#page5.tif
source=CBI assignment redacted#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of April 21, 2015, is made by CONTINENTAL BIOMASS INDUSTRIES, INC. (“**Seller**”), a New Hampshire corporation, in favor of TEREX USA, LLC (“**Buyer**”), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to a certain Asset Purchase Agreement by and between Buyer, Seller, Continental Real Estate LLC, Anders Ragnarsson, Terex Latin America Equipamentos LTDA., and Terex European Holdings, B.V., dated as of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (collectively, the “**Assigned Trademark Rights**”):

(a) the United States trademarks forth in Schedule 1 hereto (“**Trademarks**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark Rights. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to

the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Pages Follow.]

SCHEDULE 1

TRADEMARKS

Owner	Mark	Reg./App. No.	Country	Filing/Reg. Date
CBI	CHIPMAX	4,098,215	United States	02/14/2012
CBI	CBI GRIZZLY MILL	2,323,911	United States	02/29/2000
CBI	(Company Logo)	1,797,543	United States	10/12/1993

[Signature Page to Assignment of Trademarks.]

Whereas, the above-named Seller has caused this Assignment to be executed effective as of the date indicated below:


CONTINENTAL BIOMASS INDUSTRIES,
INC.

By: _____

Name: Anders Ragnarsson
Title: President

AGREED TO AND ACCEPTED BY:

TEREX USA, LLC

By: 

Name: **ERIC I COHEN**
Title: Senior Vice President

[Signature Page to Assignment of Trademarks.]

Whereas, the above-named Seller has caused this Assignment to be executed effective as of the date indicated below:

CONTINENTAL BIOMASS INDUSTRIES,
INC.

By: 

Name: Anders Ragnarsson
Title: President

AGREED TO AND ACCEPTED BY:

TEREX USA, LLC

By: _____

Name:
Title:

[Notarization Page to Assignment of Trademarks.]

State of New Hampshire) SS
County of Rockingham

Personally appeared before me this day, the above named Anders Ragnarsson, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who acknowledged that he executed the foregoing instrument for the uses and purposes therein mentioned, and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 19th day of April, 2015.



Notary Public

(Seal)

DANIEL J. NORRIS, Notary Public
My Commission Expires June 22, 2016

State of Connecticut)
County of Fairfield) SS

Personally appeared before me this day, the above named Eric I Cohen, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who acknowledged that he executed the foregoing instrument for the uses and purposes therein mentioned, and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 21 day of April, 2015.



Notary Public

my commission expires June 30, 2018

