# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414359

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Terex Corporation | | 01/31/2017 | Corporation: DELAWARE |
| Terex South Dakota, Inc. | | 01/31/2017 | Corporation: DELAWARE |
| Terex USA, LLC | | 01/31/2017 | Limited Liability Company: DELAWARE |
| Terex Utilities, Inc. | | 01/31/2017 | Corporation: OREGON |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent |
| **Street Address:** | 11 Madison Avenue |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10010 |
| **Entity Type:** | Bank: SWITZERLAND |

**PROPERTY NUMBERS Total: 44**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 1651334 | GENIE |
| **Registration Number:** | 1654719 | GENIE |
| **Registration Number:** | 1670051 | GENIE AWP |
| **Registration Number:** | 2003107 | IWP |
| **Registration Number:** | 2004370 | S |
| **Registration Number:** | 2006102 | Z |
| **Registration Number:** | 2023489 | SUPER TOWER |
| **Registration Number:** | 2066366 | SUPERLIFT CONTRACTOR |
| **Registration Number:** | 2076560 | SUPER HOIST |
| **Registration Number:** | 2086891 | SUPERLIFT |
| **Registration Number:** | 2110747 | DPL |
| **Registration Number:** | 2160463 | AWP |
| **Registration Number:** | 2643845 | RUNABOUT |
| **Registration Number:** | 3130805 | JIB-EXTEND |
| **Registration Number:** | 3166032 | XCHASSIS |
| **Registration Number:** | 3540392 | |

OP $1115.00 1651334

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4481857 | SHOREPLUG |
| **Registration Number:** | 4481858 | SHORE PLUG |
| **Registration Number:** | 4485821 | TAKING YOU HIGHER |
| **Registration Number:** | 4485822 | TAKING YOU HIGHER. |
| **Registration Number:** | 4400194 | ZX |
| **Registration Number:** | 4722208 | GENIE LIFT PRO |
| **Registration Number:** | 1112134 | TELELECT |
| **Registration Number:** | 1634652 | HI-RANGER |
| **Registration Number:** | 4637778 | X-BOOST |
| **Registration Number:** | 2142510 | |
| **Registration Number:** | 2149326 | |
| **Registration Number:** | 2156535 | TEREX |
| **Registration Number:** | 4297733 | TEREX |
| **Registration Number:** | 1347216 | TEREX |
| **Registration Number:** | 5003640 | TEREX |
| **Registration Number:** | 5003639 | TEREX |
| **Registration Number:** | 3507406 | MACS |
| **Registration Number:** | 996057 | TEXOMA |
| **Registration Number:** | 1065185 | NW NORTHWEST |
| **Registration Number:** | 723542 | ROLLERCONE |
| **Registration Number:** | 2221241 | AMERICAN CRANE & TRACTOR PARTS INCORPORA |
| **Registration Number:** | 2992559 | MVP |
| **Registration Number:** | 4098215 | CHIPMAX |
| **Registration Number:** | 1797543 | CBI |
| **Registration Number:** | 2323911 | CBI GRIZZLY MILL |
| **Registration Number:** | 2537985 | CRANE AMERICA SERVICES |
| **Serial Number:** | 87303360 | T-60 |
| **Serial Number:** | 87303365 | T-80 |

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

***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:** 800-494-5225

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | F168105 TM IPSA |
| **NAME OF SUBMITTER:** | Nora Sullivan |
| **SIGNATURE:** | /Nora Sullivan/ |
| **DATE SIGNED:** | 02/01/2017 |

**Total Attachments: 8**
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TRADEMARK SECURITY AGREEMENT dated as of January 31, 2017 (this "***Agreement***"), among TEREX CORPORATION ("***Terex***"), Terex USA, LLC, the subsidiaries of Terex listed on Schedule I hereto (together with Terex USA, LLC, the "***Subsidiaries***" and together with Terex, the "***Grantors***") and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of January 31, 2017 (as amended, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***"), among Terex, the Subsidiary Guarantors party thereto and the Collateral Agent and (b) the Credit Agreement dated as of January 31, 2017 (as amended, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among Terex, the subsidiaries party thereto (together with Terex, the "***Borrowers***") the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiaries are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule II hereto, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the "***Trademarks***");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TEREX CORPORATION,

by

Name: Eric I Cohen
Title: Senior Vice President

TEREX SOUTH DAKOTA, INC.,

by

Name: Eric I Cohen
Title: Vice President

TEREX USA, LLC,

by

Name: Eric I Cohen
Title: Senior Vice President

TEREX UTILITIES, INC.,

by

Name: Eric I Cohen
Title: President

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

by

Name:
Title:

Name:
Title:



TRADEMARK
REEL: 005978 FRAME: 0542

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

by

Name: William O'Daly
Title: Authorized Signatory

Name: Kelly Heinrich
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Subsidiaries

TEREX SOUTH DAKOTA, INC.

TEREX UTILITIES, INC.

SCHEDULE II

# Terex South Dakota, Inc.
# U.S. Trademarks

| ENTITY NAME | MARK | REG. NUMBER | REGISTRATION DATE | NEXT RENEWAL |
|---|---|---|---|---|
| Terex South Dakota, Inc. | GENIE | 1651334 | 23-Jul-1991 | 23-Jul-2021 |
| Terex South Dakota, Inc. | GENIE | 1654719 | 27-Aug-1991 | 27-Aug-2021 |
| Terex South Dakota, Inc. | GENIE AWP | 1670051 | 31-Dec-1991 | 31-Dec-2021 |
| Terex South Dakota, Inc. | IWP | 2003107 | 24-Sep-1996 | 24-Sep-2026 |
| Terex South Dakota, Inc. | S | 2004370 | 1-Oct-1996 | 1-Oct-2026 |
| Terex South Dakota, Inc. | Z | 2006102 | 8-Oct-1996 | 8-Oct-2026 |
| Terex South Dakota, Inc. | SUPER TOWER | 2023489 | 17-Dec-1996 | 17-Dec-2026 |
| Terex South Dakota, Inc. | SUPERLIFT CONTRACTOR | 2066366 | 3-Jun-1997 | 3-Jun-2017 |
| Terex South Dakota, Inc. | SUPER HOIST | 2076560 | 1-Jul-1997 | 1-Jul-2017 |
| Terex South Dakota, Inc. | SUPERLIFT | 2086891 | 12-Aug-1997 | 12-Aug-2017 |
| Terex South Dakota, Inc. | DPL | 2110747 | 4-Nov-1997 | 4-Nov-2017 |
| Terex South Dakota, Inc. | AWP | 2160463 | 26-May-1998 | 26-May-2018 |
| Terex South Dakota, Inc. | RUNABOUT | 2643845 | 29-Oct-2002 | 29-Oct-2022 |
| Terex South Dakota, Inc. | JIB-EXTEND | 3130805 | 15-Aug-2006 | 15-Aug-2026 |
| Terex South Dakota, Inc. | XCHASSIS | 3166032 | 31-Oct-2006 | 31-Oct-2026 |
| Terex South Dakota, Inc. | Blue Aerial Platform Design (in color) | 3540392 | 2-Dec-2008 | 2-Dec-2018 |
| Terex South Dakota, Inc. | SHOREPLUG | 4481857 | 11-Feb-2014 | 11-Feb-2024 |
| Terex South Dakota, Inc. | SHOREPLUG & Design | 4481858 | 11-Feb-2014 | 11-Feb-2024 |
| Terex South Dakota, Inc. | TAKING YOU HIGHER | 4485821 | 18-Feb-2014 | 18-Feb-2024 |
| Terex South Dakota, Inc. | TAKING YOU HIGHER & Design | 4485822 | 18-Feb-2014 | 18-Feb-2024 |

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| ENTITY NAME | MARK | REG. NUMBER | REGISTRATION DATE | NEXT RENEWAL |
|---|---|---|---|---|
| Terex South Dakota, Inc. | ZX | 4400194 | 10-Sep-2013 | 10-Sep-2023 |
| Terex South Dakota, Inc. | GENIE LIFT PRO | 4722208 | 21-Apr-2015 | 21-Apr-2025 |
| Terex South Dakota, Inc. | TELELECT | 1112134 | 30-Jan-1979 | 30-Jan-2019 |
| Terex South Dakota, Inc. | HI-RANGER & Design | 1634652 | 12-Feb-1991 | 12-Feb-2021 |
| Terex South Dakota, Inc. | X-BOOST | 4637778 | 11-Nov-2014 | 11-Nov-2024 |
| Terex South Dakota, Inc. | T-60 | 87/303,360 | n/a | n/a |
| Terex South Dakota, Inc. | T-80 | 87/303,365 | n/a | n/a |

# Terex Corporation U.S. Trademarks

| ENTITY NAME | TITLE | REGISTRATION NUMBER | REGISTRATION DATE | NEXT RENEWAL |
|---|---|---|---|---|
| TEREX CORPORATION | TEREX HOUSEMARK DESIGN | 2,142,510 | 10-MAR-1998 | 10-MAR-2018 |
| TEREX CORPORATION | TEREX HOUSEMARK DESIGN | 2,149,326 | 7-APR-1998 | 7-APR-2018 |
| TEREX CORPORATION | TEREX | 2,156,535 | 12-MAY-1998 | 12-MAY-2018 |
| TEREX CORPORATION | TEREX & Crown Design | 4,297,733 | 5-MAR-2013 | 5-MAR-2023 |
| TEREX CORPORATION | TEREX | 1,347,216 | 9-JUL-1985 | 9-JUL-2025 |
| TEREX CORPORATION | TEREX & Crown Design | 5,003,640 | 19-JUL-2016 | 19-JUL-2026 |
| TEREX CORPORATION | TEREX | 5,003,639 | 19-JUL-2016 | 19-JUL-2026 |
| TEREX CORPORATION | MACS | 3,507,406 | 30-SEP-2008 | 30-SEP-2018 |
| TEREX CORPORATION | TEXOMA | 996,057 | 22-OCT-1974 | 22-OCT-2024 |

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|---|---|---|---|---|
| TEREX CORPORATION | NW NORTHWEST & Design | 1,065,185 | 10-MAY-1977 | 10-MAY-2017 |

# Terex USA, LLC U.S. Trademarks

| ENTITY NAME | MARK | REG. NUMBER | REGISTRATION DATE | NEXT RENEWAL |
|---|---|---|---|---|
| Terex USA, LLC | ROLLERCONE | 723542 | 7-Nov-1961 | 7-Nov-2021 |
| Terex USA, LLC | AMERICAN CRANE & TRACTOR PARTS INCORPORATED | 2221241 | 2-Feb-1999 | 2-Feb-2019 |
| Terex USA, LLC | MVP | 2992559 | 6-Sep-2005 | 6-Sep-2025 |
| Terex USA, LLC | CHIPMAX | 4098215 | 14-Feb-2012 | 14-Feb-2022 |
| Terex USA, LLC | CBI & Bear Logo | 1797543 | 12-Oct-1993 | 12-Oct-2023 |
| Terex USA, LLC | CBI GRIZZLY MILL | 2323911 | 29-Feb-2000 | 28-Feb-2020 |

# Terex Utilities, Inc. U.S. Trademarks

| ENTITY NAME | TITLE/MARK | REG. NUMBER | REGISTRATION DATE | NEXT RENEWAL |
|---|---|---|---|---|
| TEREX UTILITIES, INC. | CRANE AMERICA SERVICES | 2537985 | 12-Feb-2002 | 12-Feb-2022 |

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