

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM516143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manitowoc Crane Companies, LLC		03/25/2019	Limited Liability Company: WISCONSIN
Grove U.S. L.L.C.		03/25/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Notes Collateral Agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>City:</b>	Saint Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4351715	BUILD SOMETHING REAL	
Registration Number:	4589148	BUILD SOMETHING REAL	
Registration Number:	5106329	BUILD SOMETHING REAL	
Registration Number:	1524187	CARRYDECK	
Registration Number:	4491731	CRANECONNECT	
Registration Number:	3731786	CRANESTAR	
Registration Number:	3666698	ECOS	
Registration Number:	1751792	EPIC	
Registration Number:	4236271	GPX2	
Registration Number:	0792129	GROVE	
Registration Number:	2976423	GROVE	
Registration Number:	1834338	H-FACT	
Registration Number:	5433905	HPL TECHNOLOGY	
Registration Number:	5276973	LIFT SOLUTIONS	
Registration Number:	1423634	M	
Registration Number:	0887829	MANITOWOC	
Registration Number:	2257677	MANITOWOC	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4677632	MANITOWOC
Registration Number:	2456322	MAX-ER
Registration Number:	2684135	MEGAFORM
Registration Number:	2717170	MEGATRAK
Registration Number:	4584053	NATIONAL CRANE
Registration Number:	4584107	NATIONAL CRANE
Registration Number:	1073477	PLATFORM-RINGER
Registration Number:	0872527	RINGER
Registration Number:	1921502	SHUTTLELIFT
Registration Number:	4455009	TOP TRACING
Registration Number:	716813	VICON
Registration Number:	4318964	VPC
Registration Number:	4951778	VPC-MAX
Registration Number:	2289383	YARDBOSS GROVE

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	03/27/2019

#### Total Attachments: 7

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. Manitowoc Crane Companies, LLC  
One Park Plaza  
11270 West Park Place, Suite 1000  
Milwaukee, WI 53224  
☐ Limited Liability Company - Wisconsin, USA  
☐ 2. Grove U.S. L.L.C.  
1565 Buchanan Trail East  
Shady Grove, PA 17256  
☐ Limited Liability Company - Delaware, USA

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 25, 2019

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: U.S. Bank National Association,  
as Notes Collateral Agent

Street Address: 60 Livingston Avenue

City: Saint Paul

State: MN

Country: USA Zip: 55107

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

see attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1483

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

31

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

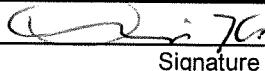
- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

March 25, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered into as of March 25, 2019, by and among the Grantors listed on the signature pages hereto (collectively, jointly and severally, the "Grantors" and each, individually a "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for itself and the Secured Parties (in such capacity the "Notes Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Notes Pledge and Security Agreement, entered into as of March 25, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, The Manitowoc Company, Inc., the other Grantors (as defined in the Pledge and Security Agreement) party thereto, and the Notes Collateral Agent, each Grantor pledged, assigned and granted to the Notes Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of the Collateral of such Grantor, to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, each Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Grantors and the Notes Collateral Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Notes Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, to secure the prompt and complete payment and performance of the Secured Obligations (collectively, the "Trademark Collateral"):

(a) all (i) trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (other than any application for registration of a Trademark filed in the U.S. Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until evidence of use has been filed with the U.S. Patent and Trademark Office pursuant to Section 1(d) of the Lanham Act or Section 1(c) of the Lanham Act (15 U.S.C. §1051, et seq.) with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such Trademark application or the registration that issues from such application under applicable federal law); (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world, including the registrations and applications listed on Annex A attached hereto.

Notwithstanding anything herein to the contrary, Collateral shall in no event include, and this Agreement shall in no event create a security interest in, any Excluded Assets of any Grantor.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern and control.

Section 4. Recordation. Each Grantor authorizes and requests that the the United States Commissioner of Patents and Trademarks record this Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

Section 7. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, for so long as the Intercreditor Agreement remains in effect, the Liens, security interests and rights granted pursuant to this Agreement shall have the priority agreed to in and shall be subject to the terms of (and the exercise of any right or remedy by the Notes Collateral Agent hereunder or thereunder shall be subject to the terms and conditions of) the Intercreditor Agreement. In the event of any conflict between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control, and no right, power or remedy granted to the Notes Collateral Agent hereunder shall be exercised by the Notes Collateral Agent, and no direction shall be given by the Notes Collateral Agent hereunder in contravention of, the Intercreditor Agreement. Prior to the First Priority Obligations Payment Date, the delivery of any Collateral constituting Common Collateral (as defined in the Intercreditor Agreement) to the First Priority Representative, as bailee for the Notes Collateral Agent, as required by the Intercreditor Agreement shall satisfy any delivery requirements with respect to such Collateral hereunder. The provisions of this Agreement shall be deemed to be amended, waived or modified with respect to First Priority Collateral to the extent any such amendment, waiver or modification is effected automatically under (and in accordance with the terms of) Section 6(c) of the Intercreditor Agreement.

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IN WITNESS WHEREOF, the Grantors and the Notes Collateral Agent have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MANITOWOC CRANE COMPANIES,  
LLC  
GROVE U.S. LLC,  
as Grantors

By: 

Name: David J. Antoniuk

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,  
as Notes Collateral Agent





By:   
Name: Richard Prokosch  
Title: Vice President

[MTW - Signature Page to Trademark Security Agreement]


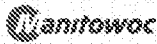
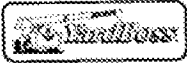
TRADEMARK  
REEL: 006601 FRAME: 0530

# ANNEX A

## TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Manitowoc Crane Companies, LLC		BUILD SOMETHING REAL	4351715	06/11/2013
Manitowoc Crane Companies, LLC		BUILD SOMETHING REAL	4589148	08/19/2014
Manitowoc Crane Companies, LLC		BUILD SOMETHING REAL	5106329	12/20/2016
Manitowoc Crane Companies, LLC		CARRYDECK	1524187	02/14/1989
Manitowoc Crane Companies, LLC		CRANECONNECT	4491731	03/04/2014
Manitowoc Crane Companies, LLC		CRANESTAR & Design  	3731786	12/29/2009
Grove U.S. L.L.C.		ECOS	3666698	08/11/2009
Manitowoc Crane Companies, LLC		EPIC	1751792	02/09/1993
Manitowoc Crane Companies, LLC		GPX2	4236271	11/06/2012
Grove U.S. L.L.C.		GROVE	0792129	07/06/1965
Grove U.S. LLC		GROVE & Design  	2976423	07/26/2005
Manitowoc Crane Companies, LLC		H-FACT	1834338	05/03/1994
Manitowoc Crane Companies, LLC		HPL TECHNOLOGY	5433905	03/27/2018
Manitowoc Crane Companies, LLC		LIFT SOLUTIONS & Design  	5276973	08/29/2017
Manitowoc Crane Companies, LLC		M & Design  	1423634	01/06/1987
Manitowoc Crane Companies, LLC		MANITOWOC	0887829	03/17/1970



Manitowoc Crane Companies, LLC		MANITOWOC & Design 	2257677	06/29/1999
Manitowoc Crane Companies, LLC		MANITOWOC & Design 	4677632	01/27/2015
Manitowoc Crane Companies, LLC		MAX-ER	2456322	05/29/2001
Grove U.S. LLC		MEGAFORM	2684135	02/04/2003
Grove U.S. LLC		MEGATRAK	2717170	05/20/2003
Manitowoc Crane Companies, LLC		NATIONAL CRANE	4584053	08/12/2014
Manitowoc Crane Companies, LLC		NATIONAL CRANE	4584107	08/12/2014
Manitowoc Crane Companies, LLC		PLATFORM-RINGER	1073477	09/20/1977
Manitowoc Crane Companies, LLC		RINGER	0872527	07/08/1969
Manitowoc Crane Companies, LLC		SHUTTLELIFT	1921502	09/26/1995
Manitowoc Crane Companies, LLC		TOP TRACING	4455009	12/24/2013
Manitowoc Crane Companies, LLC		VICON	716813	06/13/1961
Manitowoc Crane Companies, LLC		VPC	4318964	04/09/2013
Manitowoc Crane Companies, LLC		VPC-MAX	4951778	05/03/2016
Grove U.S. LLC		YARDBOSS GROVE & Design 	2289383	10/26/1999