

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terex South Dakota, Inc.		05/28/2021	Corporation: DELAWARE
Terex Corporation		05/28/2021	Corporation: DELAWARE
Terex USA, LLC		05/28/2021	Limited Liability Company: DELAWARE

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: 9

Property Type	Number	Word Mark
Registration Number:	5238497	AERIAL PROS
Registration Number:	5970651	
Registration Number:	5965074	
Registration Number:	5970650	
Registration Number:	5375150	ADVANCE
Registration Number:	5740747	THINK FORWARD
Registration Number:	5859769	THINK FORWARD
Registration Number:	5848459	WORKS FOR YOU
Registration Number:	5855944	CBI

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

TRADEMARK

Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1389693 TM

NAME OF SUBMITTER: Hannah Adkins

SIGNATURE: /Hannah Adkins/

DATE SIGNED: 05/28/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
 SUPPLEMENT dated as of May 28, 2021 (this “*Supplement*”), 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 Amended and Restated Credit Agreement dated as of April 1, 2021 (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 Supplement. 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 Supplement in order to induce the Lenders to extend such credit. Consistent with the requirements set forth in Section 3.19 of the Credit Agreement, the Grantors and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “*Trademark Security Agreement*”). Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(e) of the Guarantee and Collateral Agreement, to execute this Supplement. Accordingly, the parties hereto agree as follows:

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

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 “*Additional 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 Additional 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 Supplement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Supplement 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 Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement. Any signature to this Supplement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Supplement. Each of the parties to this Supplement represents and warrants to the other parties that it has the corporate capacity and authority to execute this Supplement means and there are no restrictions for doing so in that party’s constitutive documents.

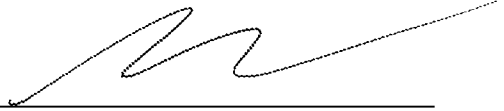
SECTION 5. *Applicable Law.* **THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

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

TEREX CORPORATION,

by



Name: Scott Posner

Title: Senior Vice President

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

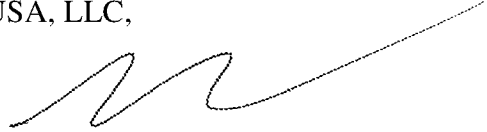


Name: Scott Posner

Title: Vice President

TEREX USA, LLC,

by

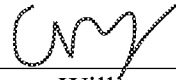


Name: Scott Posner

Title: Senior Vice President

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

by



Name: William O'Daly
Title: Authorized Signatory



Name: Nawshaer Safi
Title: Authorized Signatory

SCHEDULE I

Subsidiaries

TEREX SOUTH DAKOTA, INC.

SCHEDULE II

Terex South Dakota, Inc. U.S. Trademarks

ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex South Dakota, Inc.	AERIAL PROS	5238497	Jul 4, 2017	Jul 4, 2027
Terex South Dakota, Inc.	Blue Rough Terrain Scissor Lift extended design (in color)	5970651	Jan 28, 2020	Jan 28, 2030
Terex South Dakota, Inc.	Blue Slab Scissor Lift extended design (in color)	5965074	Jan 21, 2020	Jan 21, 2030
Terex South Dakota, Inc.	Blue Slab Scissor Lift retracted design (in color)	5970650	Jan 28, 2020	Jan 28, 2030

Terex Corporation U.S. Trademarks

ENTITY NAME	TITLE	REGISTRATION NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex Corporation	ADVANCE	5375150	Jan 9, 2018	Jan 9, 2028
Terex Corporation	THINK FORWARD	5740747	Apr 30, 2019	Apr 30, 2029
Terex Corporation	THINK FORWARD and Logo	5859769	Sep 17, 2019	Sep 17, 2029
Terex Corporation	WORKS FOR YOU	5848459	Sep 3, 2019	Sep 3, 2029

Terex USA, LLC U.S. Trademarks

ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex USA, LLC	CBI	5855944	Sep 10, 2019	Sep 10, 2029

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