

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manitex, Inc.		03/07/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78875781	MANITEX	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	03/18/2016		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, **MANITEX, INC.**, a Texas corporation ("Grantor"), grants to **COMERICA BANK**, as Agent for and on behalf of the US Lenders (as defined below) and on behalf of the Canadian Lenders (as defined below) (in such capacity, the "Agent") a security interest in and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and Canadian Intellectual Property Office, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those applications for trademark or service mark registrations identified on Exhibit A attached hereto and incorporated by reference ("Trademarks"), and including (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof as of the date hereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith), and (iii) the goodwill of the business connected with the use of, and symbolized by, each such Trademark.
2. All license agreements with any person in connection with any of the Trademarks where Grantor is a licensor (subject to the terms of such license agreements), and the right to manufacture, sell, promote, advertise, goods and services identified by the Trademarks.
3. All of the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks.
4. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement dated as of August 19, 2013, as may be amended and/or supplemented from time to time ("Security Agreement") made by and among Grantor, Manitex International, Inc., a Michigan corporation, Badger Equipment Company, a Minnesota corporation, Manitex Sabre, Inc., a Michigan corporation (collectively, the "US Borrowers"), Liftking, Inc., a Michigan corporation and Manitex, LLC, a Delaware limited liability company and Agent in favor of Agent for the purposes of security as provided in the Security Agreement and pursuant to the terms of that certain Credit Agreement dated August 19, 2013 among US Borrowers, Manitex Liftking, ULC, an Alberta unlimited liability corporation, the other Credit Parties (as defined therein) a party thereto, and Comerica Bank, a Texas banking association, in its capacity as US Agent (as defined in the Credit Agreement), for and on behalf of the US Lenders (as defined in the Credit Agreement and referred to herein as the "US Lenders"), Comerica Bank, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada), in its capacity as the

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Canadian Agent (as defined in the Credit Agreement), for and on behalf of the Canadian Lenders (as defined in the Credit Agreement and referred to herein as the "Canadian Lenders"), and all the other Lenders (as defined therein) from time to time party thereto. Grantor and Agent acknowledge and affirm that the rights, privileges and remedies of Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[Signature Page Follows]

[Signature Page – Grant of Security Interest in Trademarks]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of March 7, 2016.

Principal Place of Business:

3000 S. Austin Ave.
Georgetown, Texas 78626

Grantor:

MANITEX, INC., a Texas corporation

By: 

Andrew M. Rooke

Its: President

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EXHIBIT A

U.S. TRADEMARKS

Trademark	Reg. No. / Serial No.
MANITEX	78875781

CANADIAN TRADEMARKS

Trademark	Reg. No. / Serial No.
MANITEX	TMA765497