

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANITEX INTERNATIONAL, INC.		07/20/2016	Corporation: MICHIGAN
MANITEX, INC.		07/20/2016	Corporation: TEXAS
MANITEX SABRE, INC.		07/20/2016	Corporation: MICHIGAN
BADGER EQUIPMENT COMPANY		07/20/2016	Corporation: MINNESOTA
CRANE AND MACHINERY, INC.		07/20/2016	Corporation: ILLINOIS
CRANE AND MACHINERY LEASING, INC.		07/20/2016	Corporation: ILLINOIS
LIFTKING, INC.		07/20/2016	Corporation: MICHIGAN
MANITEX, LLC		07/20/2016	Limited Liability Company: DELAWARE
MANITEX LIFTKING, ULC		07/20/2016	Company: CANADA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as the Administrative Agent		
Street Address:	120 South LaSalle Street, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3293903	MANITEX	
Registration Number:	4574704	LITTLE GIANT	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		

CH \$65.00 3293903

Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40180.00.0115-McMillen

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalsk/

DATE SIGNED: 07/21/2016

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of July, 2016 by MANITEX INTERNATIONAL, INC., a Michigan corporation, ("Manitex International"), MANITEX, INC., a Texas corporation ("Manitex"), MANITEX SABRE, INC., a Michigan corporation ("Sabre"), BADGER EQUIPMENT COMPANY, a Minnesota corporation ("Badger"), CRANE AND MACHINERY, INC., an Illinois corporation ("Crane and Machinery"), CRANE AND MACHINERY LEASING, INC., an Illinois corporation ("Crane and Machinery Leasing"), LIFTKING, INC., a Michigan corporation ("LiftKing US"), MANITEX, LLC, a Delaware limited liability company ("Manitex LLC"; together with Manitex International, Manitex, Sabre, Badger, Crane and Machinery, Crane and Machinery Leasing, and LiftKing US, collectively, the "US Borrowers"), and MANITEX LIFTKING, ULC, an Alberta company ("LiftKing Canada" or the "Canadian Borrower", and together with the US Borrowers, individually each a "Grantor" and collectively, the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Loan Agreement (as hereinafter defined) ("Administrative Agent"):

WITNESSETH:

WHEREAS, Grantors and/or its affiliates have entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, trademark registrations, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of

Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, and trademark registration owned by such Grantor, including, without limitation, each trademark, trademark application, and trademark registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

MANITEX INTERNATIONAL, INC., a Michigan corporation

MANITEX, INC., a Texas corporation

MANITEX SABRE, INC., a Michigan corporation

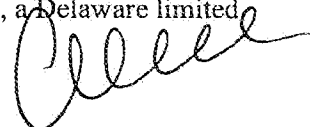
BADGER EQUIPMENT COMPANY, a Minnesota corporation

CRANE AND MACHINERY, INC., an Illinois corporation

CRANE AND MACHINERY LEASING, INC., an Illinois corporation

LIFTKING, INC., a Michigan corporation

MANITEX, LLC, a Delaware limited liability company



By: _____

Name: ANDREW M. ROOKE

Title: PRESIDENT / VICE PRESIDENT

MANITEX LIFTKING, ULC, an Alberta company



By: _____

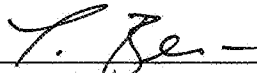
Name: ANDREW M. ROOKE

Title: VICE PRESIDENT

(Signature Page to Patent and Trademark Security Agreement)


Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent

By: 
Todd Bernier
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Name of Owner	Trademark	Trademark Registration Number	Registration Date	Country
Manitex International, Inc.	MANITEX	3293903	September 18, 2007	United States of America
Badger Equipment Company	LITTLE GIANT	4574704	July 29, 2014	United States of America
Manitex, Inc.	MANITEX	TMA765497	2010-04-30	Canada
Manitex Liftking, U.L.C.	LIFTKING	TMA234749	1979-07-27	Canada
Manitex Liftking, U.L.C.	LIFTKING Design 	TMA303891	1980-01-10	Canada

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Name of Owner	Title	Patent Number or Publication Number	Application Number
Badger Equipment Company	OPERATOR CONTROLLED VEHICLE STABILIZER	5388857	08124940
Liftking, Inc.	COUNTER WEIGHT HOISTING MECHANISM	5833268	08761497