

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494724

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the improper inclusion of serial number 2,221,241 previously recorded on Reel 004046 Frame 0616. Assignor(s) hereby confirms the Security Agreement was improperly recorded.		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Crane and Tractor Parts, Inc.		10/18/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	American Crane and Tractor Parts, Inc.		
Street Address:	2200 State Line Road		
City:	Kansas City		
State/Country:	KANSAS		
Postal Code:	63102		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2221241	AMERICAN CRANE & TRACTOR PARTS INCORPORA	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bclplaw.com		
Correspondent Name:	Nicole L. Grembocki		
Address Line 1:	211 N. Broadway, Suite 3600		
Address Line 4:	Saint Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0151820		
NAME OF SUBMITTER:	Nicole L. Grembocki		
SIGNATURE:	/Nicole L. Grembocki/		
DATE SIGNED:	10/19/2018		
Total Attachments: 21			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: American Crane and)
Tractor Parts, Inc.)
Mark: AMERICAN CRANE &)
TRACTOR PARTS)
INCORPORATED)
Registration No.: 2,221,241)
Registration Date: February 2, 1999)

DECLARATION IN SUPPORT OF CORRECTION OF CHAIN OF TITLE

The undersigned, Eric I Cohen, declares as follows:

1. I am Senior Vice President and Secretary of Terex USA, LLC, a Delaware limited liability company (“Terex”), and I am authorized to make this declaration on behalf of Terex. I make this declaration to correct the chain of title as recorded in the USPTO database for the above-referenced registration for the mark AMERICAN CRANE & TRACTOR PARTS INCORPORATED, U.S. Reg. 2,221,241 (the “Registration”).

2. On information and belief, the Registration issued on February 2, 1999 in the name of American Crane and Tractor Parts, Inc., a Missouri corporation.

3. Terex, including its predecessors in interest, is not and has never owned any interest in or to the Registration.

4. On January 4, 2006, Terex’s predecessor in interest, The American Crane Corporation, a North Carolina corporation, changed its name to Terex Cranes Wilmington, Inc., a North Carolina corporation. On August 2, 2006, that name change was improperly recorded against the Registration. Assignment 1 of 11, Reel/Frame 3360/0735.

5. On August 14, 2008, Terex’s predecessor in interest, Terex Cranes Wilmington, Inc., recorded against the Registration a corrective declaration identifying the error in the August 2, 2006 recordation, and seeking correction of the chain of title for the Registration. Assignment 2 of 11, Reel/Frame 3835/0453. Although the corrective declaration was accepted for recordation by the USPTO, reference to the Registration was not removed from the improper recordation. *See* TMEP § 503.06(c).

6. On July 14, 2009, Terex Cranes Wilmington, Inc. (together with certain affiliates) entered into a certain Trademark Security Agreement (the “2009 Security Agreement”). On

August 19, 2009, the 2009 Security Agreement was improperly recorded against the Registration. Assignment 3 of 11, Reel/Frame 4046/0616.

7. On August 31, 2009, Terex Cranes Wilmington, Inc. was merged with Terex. On August 4, 2011, the merger was improperly recorded against the Registration. Assignment 4 of 11, Reel/Frame 4597/0480.

8. A release of the 2009 Security Agreement was executed on August 11, 2011 and improperly recorded against the Registration on September 23, 2011. Assignment 5 of 11, Reel/Frame 4629/0181.

9. On August 11, 2011, Terex (together with certain affiliates) entered into a certain Trademark Security Agreement (the "2011 Security Agreement"). On September 23, 2011, the 2011 Security Agreement was improperly recorded against the Registration. Assignment 6 of 11, Reel/Frame 4629/0199.

10. A release of the 2011 Security Agreement was executed on August 13, 2014 and improperly recorded against the Registration on September 15, 2014. Assignment 7 of 11, Reel/Frame 5362/0643.

11. On August 13, 2014, Terex (together with certain affiliates) entered into a certain Trademark Security Agreement (the "2014 Security Agreement"). On September 15, 2014, the 2014 Security Agreement was improperly recorded against the Registration. Assignment 8 of 11, Reel/Frame 5362/0667.

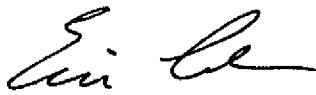
12. A release of the 2014 Security Agreement was executed on January 31, 2017 and improperly recorded against the Registration on February 1, 2017. Assignment 10 of 11, Reel/Frame 5978/0343.

13. On January 31, 2017, Terex (together with certain affiliates) entered into a certain Trademark Security Agreement (the "2017 Security Agreement"). On February 1, 2017, the 2017 Security Agreement was improperly recorded against the Registration. Assignment 11 of 11, Reel/Frame 5978/0537.

14. This declaration is being submitted to correct the chain of title for the Registration, to clarify that Terex, including its predecessors in interest, does not and has never owned any interest in or to the Registration, and to seek removal of all references to the foregoing Reel/Frame numbers from the Registration. *See* TMEP § 503.06(c).

15. On information and belief, American Crane and Tractor Parts, Inc., a Missouri corporation, has been and continues to be the owner of the Registration.

The undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code, and may jeopardize the validity of the application or document or any registration resulting therefrom.

By: 
Eric I Cohen
Senior Vice President and Secretary,
Terex USA, LLC

Dated: October 18, 2018

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terex Corporation		07/14/2009	CORPORATION: DELAWARE
AMIDA INDUSTRIES, INC.		07/14/2009	CORPORATION: SOUTH CAROLINA
CMI TEREX CORPORATION		07/14/2009	CORPORATION: OKLAHOMA
GENIE INDUSTRIES, INC.		07/14/2009	CORPORATION: WASHINGTON
POWERSCREEN USA, LLC		07/14/2009	LIMITED LIABILITY COMPANY: KENTUCKY
TEREX CRANES WILMINGTON, INC.		07/14/2009	CORPORATION: NORTH CAROLINA
TEREX USA, LLC	FORMERLY CEDARAPIDS, INC.	07/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
TEREX-TELELECT, INC.		07/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, 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: 66

Property Type	Number	Word Mark
Registration Number:	1154556	MORRISON'S
Registration Number:	2499795	MULLER MIXER
Registration Number:	0779412	BID-WELL
Registration Number:	0848522	POWER FOLD
Registration Number:	0877371	AUTOGRADE

900141396

TRADEMARK
 REEL: 004046 FRAME: 0616
TRADEMARK
 REEL: 006461 FRAME: 0948

OP \$1665.00 1154556

Registration Number:	0890041	K AND R
Registration Number:	1097927	ROTO-MILL
Registration Number:	1180839	HYDRA-MATION
Registration Number:	1468949	E-Z FOLD
Registration Number:	1598183	CMI
Registration Number:	2045978	ROTA-VIBE
Registration Number:	2160463	AWP
Registration Number:	1508019	LOAD KING
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:	2086891	SUPERLIFT
Registration Number:	2066366	SUPERLIFT CONTRACTOR
Registration Number:	2076560	SUPER HOIST
Registration Number:	2110747	DPL
Registration Number:	2643845	RUNABOUT
Registration Number:	3130805	JIB-EXTEND
Registration Number:	3166032	XCHASSIS
Registration Number:	3540392	
Registration Number:	0240943	SIMPLICITY
Registration Number:	0377131	SIMPLICITY
Registration Number:	1082309	CANICA
Registration Number:	1173925	SIMPLICITY
Registration Number:	2895470	GRUENDLER
Registration Number:	0534178	KOEHRING
Registration Number:	0709888	LECTRA HAUL
Registration Number:	0926117	UNIT RIG
Registration Number:	0996057	TEXOMA
Registration Number:	1153657	HYDRA-TRAC
Registration Number:	1216423	UNIT RIG
Registration Number:	2142510	

TRADEMARK
REEL: 004046 FRAME: 0617
TRADEMARK
REEL: 006461 FRAME: 0949

Registration Number:	2149326	
Registration Number:	2156535	TEREX
Registration Number:	2772043	TERE NET
Registration Number:	2786162	THE EQUIPMENT - AND THE PEOPLE - YOU TRUST
Registration Number:	2786163	MINE-KING
Registration Number:	2835960	
Registration Number:	2837828	REEDRILL
Registration Number:	0570504	AMERICAN
Registration Number:	0880401	SKY HORSE
Registration Number:	1348906	RING HORSE
Registration Number:	1978640	WORKHORSE
Registration Number:	2221241	AMERICAN CRANE & TRACTOR PARTS INCORPORATED
Registration Number:	723542	ROLLERCONCONE
Registration Number:	1072532	CEDARAPIDS
Registration Number:	1357654	CEDARWIRE
Registration Number:	1454903	STRETCH 20
Registration Number:	1465176	FASTACH
Registration Number:	1648013	COMPUCRUSH
Registration Number:	1900350	STRETCH 16
Registration Number:	2992559	MVP
Registration Number:	2995147	COBRATRACK
Registration Number:	3125722	REMIX ANTI-SEGREGATION SYSTEM
Registration Number:	1112134	TELELECT
Registration Number:	1634652	HI-RANGER
Registration Number:	3473635	COMP-SELECT
Serial Number:	77280267	MACS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

TRADEMARK
REEL: 004046 FRAME: 0618
TRADEMARK
REEL: 006461 FRAME: 0950

ATTORNEY DOCKET NUMBER:	34692
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/18/2009

Total Attachments: 15
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TRADEMARK SECURITY AGREEMENT dated as of July 14, 2009 (this “*Agreement*”), among TEREX CORPORATION (“*Terex*”), the subsidiaries of Terex listed on Schedule I hereto (the “*Subsidiaries*” and together with Terex, the “*Grantors*”) and Credit Suisse, as Collateral Agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of July 14, 2009 (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 July 14, 2006 (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, 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, 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**

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by 

Name: **ERIC I COHEN**
Title: **Vice President**

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name:
Title:

Name:
Title:

[[3153931]]

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

TEREX CORPORATION,

by

Name:

Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name:

BILL O'DALY

Title:

DIRECTOR



Name:

JAMES MORAN

Title:

MANAGING DIRECTOR

SCHEDULE I

Subsidiaries

AMIDA INDUSTRIES, INC. - South Carolina

CMI TEREX CORPORATION - Oklahoma

GENIE INDUSTRIES, INC. - Washington

POWERSCREEN USA, LLC - Kentucky

TEREX CRANES WILMINGTON, INC. - North Carolina

TEREX USA, LLC (formerly CEDARAPIDS, INC.) - Delaware

TEREX-TELELECT, INC. - Delaware

SCHEDULE II

AMIDA INDUSTRIES, INC.

US Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
Morrison's and Design	1,154,556	05/19/2011
Muller Mixer and Design I	2,499,795	10/23/2011

CMI TEREX CORPORATIONUS Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
BID-WELL (STYLIZED)	779,412	11/03/14
POWER FOLD (STYLIZED)**	848,522	05/07/18
AUTOGRADE	877,371	09/23/09
K AND R	890,041	09/11/10
ROTO-MILL AND DESIGN	1,097,927	08/01/18
HYDRA-MATION	1,180,839	10/03/2012
E-Z FOLD (STYLIZED)	1,468,949	01/02/2018
CMI LOGO (STYLIZED) ON ASPHALT PLANTS	1,598,183	7/14/2010
ROTA-VIBE	2,045,978	04/14/2017

GENIE INDUSTRIES, INC.US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
AWP	2,160,463	05/23/18
LOAD KING	1,508,019	08/30/2018
GENIE	1,651,334	03/23/2011
GENIE	1,654,719	3/22/2011
GENIE AWP	1,670,051	05/23/2011
IWP	2,003,107	05/01/2016
S (Stylized)	2,004,370	10/1/2016
Z (Stylized)	2,006,102	05/01/2016
SUPER TOWER	2,023,489	5/01/2016
SUPERLIFT	2,086,891	10/18/2017
SUPERLIFT CONTRACTOR	2,066,366	7/04/2017
SUPER HOIST	2,076,560	7/19/2017
DPL	2,110,747	11/04/17
RUNABOUT	2,643,845	10/29/2012
JIB-EXTEND	3,130,805	08/15/2016
XCHASSIS	3,166,032	10/31/2016

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
GENIE BLUE (THE COLOR)	3,540,392	12/02/18

POWERSCREEN USA LLCUS Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
SIMPLICITY (STYLIZED)	240,943	04/10/2018
SIMPLICITY (STYLIZED)	377,131	04/16/2010
CANICA	1,082,309	04/07/2018
SIMPLICITY	1,173,925	10/20/2011
GRUENDLER	2,895,470	10/19/2014

TEREX CORPORATIONUS Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
MACS	77/280267	Pending
KOEHRING	534,178	9/22/2013
LECTRA HAUL	709,888	06/29/2011
UNIT RIG	926,117	10/11/2011
TEXOMA	996,057	02/23/2014
HYDRA-TRAC	1,153,657	02/01/2012
UNIT RIG and Design	1,216,423	03/27/2013
TEREX HOUSEMARK DESIGN	2,142,510	03/10/2018
TEREX HOUSEMARK DESIGN	2,149,326	04/07/2018
TEREX	2,156,535	05/01/2018
TERENET AND DEVICE (COLOR)	2,772,043	10/07/2013
THE EQUIPMENT - AND THE PEOPLE - YOU TRUST	2,786,162	11/25/2013
MINE-KING	2,786,163	11/25/2013
CIRCULAR ARROWS DESIGN	2,835,960	04/27/2014
REEDRILL	2,837,828	05/04/2014

TEREX CRANES WILMINGTON, INC.US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
AMERICAN	570,504	4/18/2013
SKY HORSE	880,401	11/11/2009
RING HORSE AND DESIGN	1,348,906	08/28/2016
WORK HORSE AND DESIGN	1,978,640	08/21/2016
AMERICAN CRANE & TRACTOR PARTS INCORPORATED	2,221,241	10/2/2018

TEREX USA, LLC (formerly CEDARAPIDS, INC.)U.S. Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
ROLLERCONE	723,542	11/07/2011
CEDARAPIDS	1,072,532	09/06/2017
CEDARWIRE	1,357,654	09/03/2015
STRETCH 20	1,454,903	09/06/2017
FASTACH	1,465,176	06/03/2018
COMPUCRUSH	1,648,013	9/02/2011
STRETCH 16	1,900,350	12/19/2015
MVP	2,992,559	09/06/2015
COBRATRACK	2,995,147	09/13/2015
REMIX ANTI-SEGREGATION SYSTEM	3,125,722	08/08/2016

TEREX-TELELECT, INC.US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
TELELECT	1,112,134	12/31/2018
HI-RANGER AND DESIGN I	1,634,652	5/23/2011
COMP-SELECT	3,473,635	7/22/2018

[[3153931]]

RECORDED: 08/19/2009**TRADEMARK**
REEL: 000046 FRAME: 0053