

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494760

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the improper inclusion of serial number 2,221,241 previously recorded on Reel 005978 Frame 0537. Assignor(s) hereby confirms the Security Interest was improperly recorded.		
<b>SEQUENCE:</b>	10		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Crane and Tractor Parts, Inc.		10/18/2018	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Crane and Tractor Parts, Inc.		
<b>Street Address:</b>	2200 State Line Road		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66103		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2221241	AMERICAN CRANE & TRACTOR PARTS INCORPORA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3142592000		
<b>Email:</b>	bcipdocketing@bclplaw.com		
<b>Correspondent Name:</b>	Nicole L. Grembocki		
<b>Address Line 1:</b>	211 N. Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0151820		
<b>NAME OF SUBMITTER:</b>	Nicole L. Grembocki		
<b>SIGNATURE:</b>	/Nicole L. Grembocki/		
<b>DATE SIGNED:</b>	10/19/2018		
<b>Total Attachments: 14</b>			
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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.

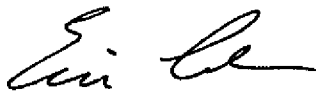
12. A release of the 2014 Security Agreement was executed on January 31, 2017 and improperly recorded against the Registration on February 1, 2017. Assignment 10 of 11, Reel/Frame 5978/0343.

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 COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414359

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terex Corporation		01/31/2017	Corporation: DELAWARE
Terex South Dakota, Inc.		01/31/2017	Corporation: DELAWARE
Terex USA, LLC		01/31/2017	Limited Liability Company: DELAWARE
Terex Utilities, Inc.		01/31/2017	Corporation: OREGON

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
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:	2066366	SUPERLIFT CONTRACTOR
Registration Number:	2076560	SUPER HOIST
Registration Number:	2086891	SUPERLIFT
Registration Number:	2110747	DPL
Registration Number:	2160463	AWP
Registration Number:	2643845	RUNABOUT
Registration Number:	3130805	JIB-EXTEND
Registration Number:	3166032	XCHASSIS
Registration Number:	3540392	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4481857	SHOREPLUG
Registration Number:	4481858	SHORE PLUG
Registration Number:	4485821	TAKING YOU HIGHER
Registration Number:	4485822	TAKING YOU HIGHER.
Registration Number:	4400194	ZX
Registration Number:	4722208	GENIE LIFT PRO
Registration Number:	1112134	TELELECT
Registration Number:	1634652	HI-RANGER
Registration Number:	4637778	X-BOOST
Registration Number:	2142510	
Registration Number:	2149326	
Registration Number:	2156535	TEREX
Registration Number:	4297733	TEREX
Registration Number:	1347216	TEREX
Registration Number:	5003640	TEREX
Registration Number:	5003639	TEREX
Registration Number:	3507406	MACS
Registration Number:	996057	TEXOMA
Registration Number:	1065185	NW NORTHWEST
Registration Number:	723542	ROLLERCON
Registration Number:	2221241	AMERICAN CRANE & TRACTOR PARTS INCORPORA
Registration Number:	2992559	MVP
Registration Number:	4098215	CHIPMAX
Registration Number:	1797543	CBI
Registration Number:	2323911	CBI GRIZZLY MILL
Registration Number:	2537985	CRANE AMERICA SERVICES
Serial Number:	87303360	T-60
Serial Number:	87303365	T-80

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F168105 TM IPSA
<b>NAME OF SUBMITTER:</b>	Nora Sullivan
<b>SIGNATURE:</b>	/Nora Sullivan/
<b>DATE SIGNED:</b>	02/01/2017

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT dated as of January 31, 2017 (this "*Agreement*"), 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 Credit Agreement dated as of January 31, 2017 (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 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 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 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.

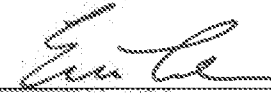
SECTION 5. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

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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,

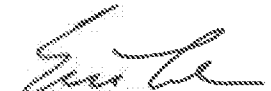
by



Name: Eric I Cohen  
Title: Senior Vice President

TEREX SOUTH DAKOTA, INC.,

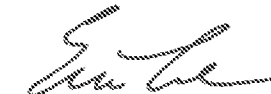
by



Name: Eric I Cohen  
Title: Vice President

TEREX USA, LLC,


by



Name: Eric I Cohen  
Title: Senior Vice President

TEREX UTILITIES, INC.,

by



Name: Eric I Cohen  
Title: President

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

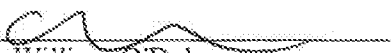
by

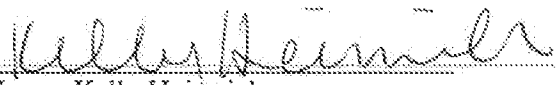
Name:  
Title:

Name:  
Title:

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

by

  
Name: William O'Daly  
Title: Authorized Signatory

  
Name: Kelly Heinrich  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 006062 FRAME: 0635**

SCHEDULE I

Subsidiaries

TEREX SOUTH DAKOTA, INC.

TEREX UTILITIES, INC.

SCHEDULE II

# Terex South Dakota, Inc. U.S. Trademarks

ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex South Dakota, Inc.	GENIE	1651334	23-Jul-1991	23-Jul-2021
Terex South Dakota, Inc.	GENIE	1654719	27-Aug-1991	27-Aug-2021
Terex South Dakota, Inc.	GENIE AWP	1670051	31-Dec-1991	31-Dec-2021
Terex South Dakota, Inc.	IWP	2003107	24-Sep-1996	24-Sep-2026
Terex South Dakota, Inc.	S	2004370	1-Oct-1996	1-Oct-2026
Terex South Dakota, Inc.	Z	2006102	8-Oct-1996	8-Oct-2026
Terex South Dakota, Inc.	SUPER TOWER	2023489	17-Dec-1996	17-Dec-2026
Terex South Dakota, Inc.	SUPERLIFT CONTRACTOR	2066366	3-Jun-1997	3-Jun-2017
Terex South Dakota, Inc.	SUPER HOIST	2076560	1-Jul-1997	1-Jul-2017
Terex South Dakota, Inc.	SUPERLIFT	2086891	12-Aug-1997	12-Aug-2017
Terex South Dakota, Inc.	DPL	2110747	4-Nov-1997	4-Nov-2017
Terex South Dakota, Inc.	AWP	2160463	26-May-1998	26-May-2018
Terex South Dakota, Inc.	RUNABOUT	2643845	29-Oct-2002	29-Oct-2022
Terex South Dakota, Inc.	JIB-EXTEND	3130805	15-Aug-2006	15-Aug-2026
Terex South Dakota, Inc.	XCHASSIS	3166032	31-Oct-2006	31-Oct-2026
Terex South Dakota, Inc.	Blue Aerial Platform Design (in color)	3540392	2-Dec-2008	2-Dec-2018
Terex South Dakota, Inc.	SHOREPLUG	4481857	11-Feb-2014	11-Feb-2024
Terex South Dakota, Inc.	SHOREPLUG & Design	4481858	11-Feb-2014	11-Feb-2024
Terex South Dakota, Inc.	TAKING YOU HIGHER	4485821	18-Feb-2014	18-Feb-2024
Terex South Dakota, Inc.	TAKING YOU HIGHER & Design	4485822	18-Feb-2014	18-Feb-2024

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ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex South Dakota, Inc.	ZX	4400194	10-Sep-2013	10-Sep-2023
Terex South Dakota, Inc.	GENIE LIFT PRO	4722208	21-Apr-2015	21-Apr-2025
Terex South Dakota, Inc.	TELELECT	1112134	30-Jan-1979	30-Jan-2019
Terex South Dakota, Inc.	HI-RANGER & Design	1634652	12-Feb-1991	12-Feb-2021
Terex South Dakota, Inc.	X-BOOST	4637778	11-Nov-2014	11-Nov-2024
Terex South Dakota, Inc.	T-60	87/303,360	n/a	n/a
Terex South Dakota, Inc.	T-80	87/303,365	n/a	n/a

## Terex Corporation U.S. Trademarks

ENTITY NAME	TITLE	REGISTRATION NUMBER	REGISTRATION DATE	NEXT RENEWAL
TEREX CORPORATION	TEREX HOUSEMARK DESIGN	2,142,510	10-MAR-1998	10-MAR-2018
TEREX CORPORATION	TEREX HOUSEMARK DESIGN	2,149,326	7-APR-1998	7-APR-2018
TEREX CORPORATION	TEREX	2,156,535	12-MAY-1998	12-MAY-2018
TEREX CORPORATION	TEREX & Crown Design	4,297,733	5-MAR-2013	5-MAR-2023
TEREX CORPORATION	TEREX	1,347,216	9-JUL-1985	9-JUL-2025
TEREX CORPORATION	TEREX & Crown Design	5,003,640	19-JUL-2016	19-JUL-2026
TEREX CORPORATION	TEREX	5,003,639	19-JUL-2016	19-JUL-2026
TEREX CORPORATION	MACS	3,507,406	30-SEP-2008	30-SEP-2018
TEREX CORPORATION	TEXOMA	996,057	22-OCT-1974	22-OCT-2024

TEREX CORPORATION	NW NORTHWEST & Design	1,065,185	10-MAY-1977	10-MAY-2017
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## Terex USA, LLC U.S. Trademarks

ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex USA, LLC	ROLLERCON	723542	7-Nov-1961	7-Nov-2021
Terex USA, LLC	AMERICAN CRANE & TRACTOR PARTS INCORPORATED	2221241	2-Feb-1999	2-Feb-2019
Terex USA, LLC	MVP	2992559	6-Sep-2005	6-Sep-2025
Terex USA, LLC	CHIPMAX	4098215	14-Feb-2012	14-Feb-2022
Terex USA, LLC	CBI & Bear Logo	1797543	12-Oct-1993	12-Oct-2023
Terex USA, LLC	CBI GRIZZLY MILL	2323911	29-Feb-2000	28-Feb-2020

## Terex Utilities, Inc. U.S. Trademarks

ENTITY NAME	TITLE/MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
TEREX UTILITIES, INC.	CRANE AMERICA SERVICES	2537985	12-Feb- 2002	12-Feb- 2022