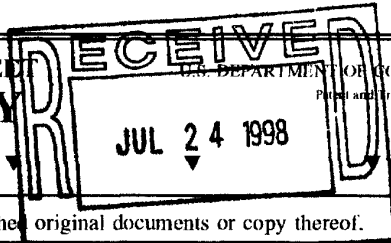


09-17-1998



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COVER SHEET ONLY U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings → → → ▾

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): GROVE HOLDINGS LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: MRD 7-24-98

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: April 29, 1998

2. Name and address of receiving party(ies):

Name: Chase Bank of Texas, National Association, as Administrative Agent

Internal Address: _____

Street Address: 201 Main Street

City: Fort Worth State: Texas ZIP: 76102

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Schedule 6

B. Trademark Registration No.(s) see attached Schedule 6

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

~~07/27/1998 DCDATES 00000126 75129752~~

01 FC:481 40.00 OP
02 FC:482 1150.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 47

7. Total fee (37 CFR 3.41): \$1,190

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 1190E

NOSAVE FEE

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond M. Maiello, Esq.
Name of Person Signing

Signature

7/23/98
Date

Total number of pages comprising cover sheet:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1759 FRAME: 0032

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

GROVE WORLDWIDE LLC (DE Limited Liability Corporation)

GROVE CAPITAL, INC. (DE Corporation)

GROVE U.S. LLC (DE Limited Liability Corporation)

CRANE ACQUISITION CORPORATION (DE Corporation)

CRANE HOLDING INC. (DE Corporation)

GROVE FINANCE LLC (DE Limited Liability Corporation)

KIDDE INDUSTRIES, INC. - U.S. FILINGS

PROD.	MARK/TRADEMARK DESCRIPTION	OWNER	BSKB REF. NO.	COUNTRY	APP. NO.	REG. NO.	FILE DATE	DATE GRANTED	VAL	FTP DATE
	G LOGO	Kidde Industries, Inc.	2051	U S	75123,752	2,063,402	7/3/96	5/20/97	10	5/20/07
	G MEGA TRAK	Kidde Industries, Inc.	01351	U.S.	75187,308		10/25/99			
C	G GROVE WORLDWIDE & DESIGN	Kidde Industries, Inc.		U S	74282,214	1,754,065	4/3/92	3/2/93	10	3/2/02
C	G GROVE WORLDWIDE & DESIGN (JEWELRY)	Kidde Industries, Inc.	2051	U S	74,086,020	1,648,790	6/5/90	6/4/91	10	6/4/01
C	G GROVE WORLDWIDE & DESIGN (CAPS)	Kidde Industries, Inc.	2041	U S	74,008,277	1,648,087	6/5/90	5/28/91	10	5/28/01
C	G GROVE WORLDWIDE & DESIGN (SPORTSWEAR)	Kidde Industries, Inc.		U S	74324,425	1,781,535	10/22/92	7/13/93	10	7/13/03
C	GROVE	Kidde Industries, Inc.		U S	198,067	792,128	4/1/54	7/6/65	20	7/6/05
	Grove (Shoe Name)	Kidde Industries, Inc.		U S	73439,865	1,294,328	8/10/83	9/11/84	20	9/11/04
				U S	73439,866	1,303,443	8/10/83	1/16/84	20	1/16/04
				U S	73439,867	1,294,271	8/10/83	9/11/84	20	9/11/04
C, AWP				U S	73443,839	1,419,247	8/10/83	1/22/86	20	1/22/06
				U S	73439,868	1,294,856	8/10/83	9/11/84	20	9/11/04
				U S	73439,869	1,304,056	8/10/83	1/16/84	20	1/16/04
				U S	73439,873	1,303,672	8/10/83	1/16/84	20	1/16/04
			02311	U S	73434,302	1,287,763	7/12/83	7/31/84	20	7/31/04
				U S	73,439,863	1,294,129	8/10/83	9/11/84	20	9/11/04
C	GROVEXTRA (SERVICE MARK)	Kidde Industries, Inc.		U S	73698,409	1,523,818	12/1/87	2/7/89	20	2/7/09
FL	GROVE	Kidde Industries, Inc.		U S	73,598,337	1,367,480	9/16/85	3/25/86	20	3/25/08
C, AWP	GROVE	Kidde Industries, Inc.		U S	363,851	1,295,648	9/7/82	11/8/83	20	11/8/03
C	GROVE (SERVICE)	Kidde Industries, Inc.		U S	205,554	817,995	11/4/84	11/1/86	20	11/1/06
C	G GROVE & DESIGN	Kidde Industries, Inc.		U S	290,369	865,799	2/6/88	3/18/89	20	3/18/09
FL	G GROVE & DESIGN	Kidde Industries, Inc.		U S	73,556,338	1,368,245	9/16/85	6/1/86	20	6/1/06
CI, AWP	G GROVE & DESIGN	Kidde Industries, Inc.	101531	U S	183,850	1,255,647	9/12/82	11/8/83	20	11/8/23
	G GROVE & DESIGN STORE ITEMS	Kidde Industries, Inc.		U S	406,190	1,255,698	12/16/82	11/1/83	20	11/1/03
				U S	405,285	1,291,880	12/16/82	9/28/84	20	9/28/04
			02321	U S	73439,857	1,286,823	8/10/83	8/7/84	20	8/7/04
				U S	73,439,859	1,326,546	8/10/83	3/28/85	20	3/28/05

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KIDDE INDUSTRIES, INC. - U.S. FILINGS

SPC.	CRCTE TRADEMARK DESCRIPTION	OWNER	BSKB REF. NO.	COUNTRY	APP. NO.	REG. NO.	FILE DATE	DATE GRANTED	VAL	EXP. DATE
				U S	73,439,840	1,294,270	8/18/83	9/11/84	20	8/11/04
				U S	73,439,841	1,303,756	8/18/83	11/8/84	20	11/8/04
				U S	73,439,874	1,303,926	8/18/83	11/8/84	20	11/8/04
				U S	73,439,845	1,294,939	8/18/83	9/11/84	20	8/11/04
				U S	73,439,846	1,310,660	8/18/83	12/25/84	20	12/25/04
C	G TRAP LOCK & DESIGN	Kidde Industries, Inc.		U S	313,401	1,200,190	8/5/81	7/6/82	20	7/6/02
C	TRAP BOSS	Kidde Industries, Inc.		U S	573,478	1,407,384	12/16/85	8/2/88	20	8/2/08
	YARDBOSS	Kidde Industries, Inc.	63877	U S	756,652,841					
	AWP = AERIAL WORK PLATFORMS									
	C = CRANES									
	FL = FORKLIFTS									
	PMC = PEDESTAL MOUNTED CRANES									

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KIDDE INDUSTRIES, INC. - U.S. FILINGS

AWP TRADEMARK DESCRIPTION	OWNER	BSKB REF NO	COUNTRY	APPLN NO.	REG. NO.	FILF DATE	GRANTED	VAL	EXP. DATE
1 G MANLIFT & DESIGN BADGE (NO WW)	Kidde Industries, Inc	0154T	U S	74294,180	1,783,859	7/14/92	7/27/93	10	7/27/03
2 G MANLIFT & GROVE	Kidde Industries, Inc	0148T	U S	74337,505	1,782,419	8/11/92	7/20/93	10	7/20/03
* G MANLIFT & GROVE WORLDWIDE ** TOY MODELS **	Kidde Industries, Inc		U S	74,324,427	1,781,587	10/22/92	7/20/93	10	7/13/03
3 CI DESIGN	Kidde Industries, Inc	0141T	U S	73,772,870	1,552,525	1/3/89	8/22/88	20	8/22/09
4 GROVE MANLIFT	Kidde Industries, Inc	0162T	U S	74/512,639	1,942,109	4/14/94	12/18/95	10	12/18/05
5 MANLIFT	Kidde Industries, Inc	0228T	U S	317,825 142,756	935,144 1,152,137	1/27/89 9/28/77	5/30/92 4/28/81	20 20	5/30/02 4/28/01
6 MAXX & DESIGN	Kidde Industries, Inc	0137T	U S	74/098,631	1,868,181	9/20/90	12/24/91	10	12/24/01
7 SUPER-MAXX	Kidde Industries, Inc	0138T	U S	74/242,189	1,721,428	2/3/92	10/6/92	10	10/6/02
8 TRACKBRIDGE & DESIGN	Kidde Industries, Inc	0163T	U S	73,662,992	1,470,455	5/28/87	12/29/87	20	12/29/07
9 TOUCAN	Kidde Industries, Inc	0384T	U S	75/268,340		4/1/87			

*These trademarks are counted as "Crane" trademarks.

KIDDE INDUSTRIES, INC. - U.S. FILINGS

NATIONAL CRANE TRADEMARK DESCRIPTION	OWNER	BSKB REF NO.	COUNTRY	APPLN. NO.	REG. NO.	FILE DATE	GRANTED VAL	EXP. DATE
COLORED STRIPING	National Crane Corporation		U.S.	432,672	1,328,014	6/30/83	4/2/85	

KIDDE INDUSTRIES, INC. - U.S. FILINGS

COPYRIGHTS	DESCRIPTION	COUNTRY	REG. NO.	DATE FILED	VALID	DATE GRANTED	OWNER
PIC-UR-CRANE HYDRAULIC TELESCOPING BOOM CHART	U. S.	K90160	10/02/70	28+	10/02/98	Kidde Industries, Inc.	
	U. S.	K99128	09/19/72	28+	09/19/00	Kidde Industries, Inc.	
	U. S.	K112347	07/23/75	28+	03/23/03	Kidde Industries, Inc.	
	U. S.	K113737	09/23/75	28+	09/15/03	Kidde Industries, Inc.	
PIC-UR-CRANE BOOM CHART	U. S.	VA148,553	08/18/83	75	08/16/58	Kidde Industries, Inc.	
PIC-UR-CRANE BOOM CHART	U. S.	VA417,467	07/11/80	75	12/31/83	Kidde Industries, Inc.	
PIC-UR-CRANE BOOM CHART	U. S.	VA460,528	11/28/89	75	11/28/84	Kidde Industries, Inc.	
INSULATED LINKS	U.S.	TX 543-455			11/02/92	Kidde Industries, Inc. & Nat. Crane	
	U.S.	TX 568-430			11/02/92	Kidde Industries, Inc. & Nat. Crane	
	U.S.	TX 583-612			12/31/92	Kidde Industries, Inc.	
	U.S.	TX 553-822			12/31/92	Kidde Industries, Inc.	
	U.S.	TX 553-817			12/31/92	Kidde Industries, Inc.	
	U.S.	VA 249-783			11/02/92	Kidde Industries, Inc. & Nat. Crane	
	U.S.	VA 245-250			11/02/92	Kidde Industries, Inc. & Nat. Crane	
	U.S.	PA 1 708 495			12/31/92	Kidde Industries, Inc.	
	U.S.	PA 1 688 780			11/02/92	Kidde Industries, Inc. & Nat. Crane	
	U.S.	PA 1 688 883			11/02/92	Kidde Industries, Inc. & Nat. Crane	
	U.S.	PA 1 688 619			11/02/92	Kidde Industries, Inc. & Nat. Crane	

EXECUTION COPY

GUARANTEE AND COLLATERAL AGREEMENT

made by

GROVE HOLDINGS LLC
GROVE WORLDWIDE LLC
GROVE CAPITAL, INC.

and certain of their Subsidiaries

in favor of

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION,
as Administrative Agent

Dated as of April 29, 1998

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of April 29, 1998, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "*Grantors*"), in favor of Chase Bank of Texas, National Association, as Administrative Agent (in such capacity, the "*Administrative Agent*") for the banks and other financial institutions (the "*Lenders*") from time to time parties to the Credit Agreement, dated as of April 29, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Grove Worldwide LLC and Grove Capital, Inc. (collectively, the "*Borrowers*"; individually, a "*Borrower*"), the Lenders, BankBoston, N.A., as Syndication Agent, Donaldson, Lufkin & Jenrette Securities Corporation, as Documentation Agent, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, Instruments, Inventory and Investment Property.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": "Obligations" as defined in the Credit Agreement.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights owned by a Grantor arising under the laws of the United States or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including those listed in Schedule 6), granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Excluded Assets": (i) any Document, Receivable, Instrument, Chattel Paper, General Intangible or similar asset sold in connection with, or securing, the Dealer Receivables Financing or the Existing Factoring Arrangements, all deposits accounts and other bank accounts related thereto, all books and records pertaining to the foregoing, all proceeds and products of the foregoing, and all collateral security and guarantees with respect to the foregoing and (ii) short-term promissory notes and letters of credit, drafts and other Instruments issued in favor of a Grantor in the ordinary course of business in connection with foreign sales; *provided* that if there is a Default or Event of Default the assets described in the preceding clause (ii) shall no longer be deemed to be Excluded Assets.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any

Grantor, any interest in a partnership or limited liability company that does not constitute Investment Property (as such term is defined in Section 9-115 of the Uniform Commercial Code in effect in the State of New York on the date hereof) owned by such Grantor and all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); *provided*, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrowers.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, arising under United States laws, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": (i) any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries and (ii) any "Intercompany Note" as such term is defined in the Credit Agreement.

"Issuers": the collective reference to each issuer of a Pledged Security.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of each Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent owned by a Grantor of the United States or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes and similar instruments issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with, subject to the following sentence, any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect. Such Pledged Stock shall at all times during the effectiveness of this Agreement consist of (i) 100% of the Capital Stock of each Borrower and each Subsidiary Guarantor and (ii) 65% of the Capital Stock of each First-Tier Foreign Subsidiary or, if such First-Tier Foreign Subsidiary is also a Check-the-Box Subsidiary, 100% of the Capital Stock of each Check-the-Box Subsidiary (*provided* that the pledge of 100% of the Capital Stock of a Check-the-Box Subsidiary shall be reduced to 65% if either (x) such Check-the-Box Subsidiary elects to no longer be treated as a partnership or to no longer be disregarded as an entity separate from its owner for United States Federal income tax purposes or (y) the pledge of more than 65% of the Capital Stock of such Check-the-Box Subsidiary results in material adverse tax consequences to such Check-the-Box Subsidiary as notified by the Company to the Administrative Agent).

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

“Receivable”: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including any Account).

“Securities Act”: the Securities Act of 1933, as amended.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing and owned by a Grantor or hereafter adopted or acquired by a Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 6.

“Vehicles”: all cars, trucks, trailers, construction and earth moving equipment and other vehicles (other than Inventory) covered by a certificate of title law of any state and, in any event including the vehicles listed on Schedule 7 and all tires and other appurtenances to any of the foregoing.

1.2 Other Definitional Provisions. (a) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words include, includes and including shall be deemed to be followed by the phrase “without limitation”.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding (unless cash collateralized) and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrowers may be free from any Borrower Obligations.

(e) No payment made by either of the Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from either of the Borrowers, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding (unless cash collateralized) and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrowers or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek

any contribution or reimbursement from either of the Borrowers or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrowers on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding (unless cash collateralized) and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between either of the Borrowers and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon either of the Borrowers or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute

and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by either of the Borrowers or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of either of the Borrowers or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of either of the Borrowers for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against either of the Borrowers, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from either of the Borrowers, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of either of the Borrowers, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of either of the Borrowers or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, either Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent located at the Payment Office specified in the Credit Agreement.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property 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 "*Collateral*", *provided* that the Excluded Assets shall be deemed not to constitute part of the Collateral), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Documents;
- (d) all Equipment;
- (e) all General Intangibles;
- (f) all Instruments;
- (g) all Intellectual Property;
- (h) all Inventory;
- (i) all Pledged Securities;
- (j) all Vehicles;
- (k) all Investment Property (other than as limited by the provisions of the definition Pledged Stock);
- (l) all deposit accounts and other bank accounts;
- (m) all books and records pertaining to the Collateral; and
- (n) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Representations in Credit Agreement; Holdings Representations. (a) In the case of each Guarantor, the representations and warranties set forth in Section 4 of the Credit

Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct in all material respects, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, *provided* that each reference in each such representation and warranty to each Borrower's knowledge shall, for the purposes of this Section 4.1(a), be deemed to be a reference to such Guarantor's knowledge.

(b) In the case of Holdings:

(i) Holdings (w) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (x) has the limited liability company power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (y) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, and (z) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has the limited liability company to make, deliver and perform the Loan Documents to which it is a party and has taken all necessary limited liability company action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of the Loan Documents to which Holdings is a party, except (i) the filings specified in Schedule 3 and (ii) those which, in the aggregate, could not be reasonably expected to have a Material Adverse Effect if not obtained or made. This Agreement has been, and each other Loan Document to which it is a party will be, duly executed and delivered on behalf of Holdings. This Agreement constitutes, and each other Loan Document to which it is a party when executed and delivered will constitute, a legal, valid and binding obligation of Holdings enforceable against Holdings in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(iii) The execution, delivery and performance of the Loan Documents to which Holdings is a party will not violate any material Requirement of Law or material Contractual Obligation of Holdings or of any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of its or their respective material properties or revenues pursuant to any such Requirement of Law or Contractual Obligation (other than pursuant to this Agreement).

(iv) Except as set forth on Schedule 4.6 of the Credit Agreement, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Holdings, threatened by or against Holdings or any of its Subsidiaries or against any of its or their respective properties or revenues (x) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (y) which could reasonably be expected to have a Material Adverse Effect.

4.2 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.3 Perfected First Priority Liens. Other than as set forth on Schedule 4.3, the security interests (other than those in Proceeds, to the extent that such security interests may be perfected under the UCC only by possession) granted pursuant to this Agreement (other than cash) (a) upon completion of the timely (as defined, if applicable, in a manner consistent with the provisions of Section 205 of 17 U.S.C., Section 1060 of 15 U.S.C. and Section 261 of 35 U.S.C.) filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, effective against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor (except purchasers of Inventory in the ordinary course), and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement.

4.4 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.5 Inventory and Equipment. On the date hereof, the material Inventory and the Equipment (other than goods in transit or leased by a Grantor to a customer) are kept at the locations listed on Schedule 5.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute (i) 100% of the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor which is a Borrower or a Subsidiary Guarantor, (ii) provided that the actions required by Section 6.10(f) of the Credit Agreement have

been complied with, 65% of the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor which is a First-Tier Foreign Subsidiary or (iii) 100% of the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor which is a Check-the-Box Subsidiary (*provided* that the pledge of 100% of the Capital Stock of a Check-the-Box Subsidiary shall be reduced to 65% if either (x) such Check-the-Box Subsidiary elects to no longer be treated as a partnership or to no longer be disregarded as an entity separate from its owner for United States Federal income tax purposes or (y) the pledge of more than 65% of the Capital Stock of such Check-the-Box Subsidiary results in material adverse tax consequences to such Check-the-Box Subsidiary as notified by the Company to the Administrative Agent).

(b) Provided that the actions required by Section 6.10(f) of the Credit Agreement have been complied with, all the shares of the Pledged Stock have been duly and validly issued and are, unless not applicable, fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent (except as contemplated by Section 5.2).

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

4.9 Intellectual Property. (a) Schedule 6 lists all material Intellectual Property owned by such Grantor in its own name on the date hereof and that has been registered, or for which there is a pending application for registration, in the U.S. Patent and Trademark Office or the U.S. Copyright Office, as applicable.

(b) On the date hereof, all material Intellectual Property owned by each Grantor in its own name and that has been registered in the U.S. Patent and Trademark Office or the U.S. Copyright Office, as applicable, is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person except as set forth in Schedule 6.

(c) Except as set forth in Schedule 6, on the date hereof, none of the material Intellectual Property owned such Grantor in its own name is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property owned such Grantor in its own name in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) Except as set forth on Schedule 6, no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any material Intellectual Property owned by such Grantor in its own name or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any material Intellectual Property.

(f) Nothing contained in the preceding paragraphs (a), (b), (c), (d) or (e) shall in any way be construed in a manner that would alter the representations made by the Borrowers in Section 4.19 of the Credit Agreement.

4.10 **Vehicles.** Schedule 7 is a complete and correct list of all Vehicles owned by such Grantor on the date hereof.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding (unless cash collateralized) and the Commitments shall have terminated:

5.1 **Covenants in Credit Agreement.** (a) In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

(b) Without in any way limiting the obligations of Holdings pursuant to the preceding paragraph (a), Holdings hereby agrees to be bound by and act in accordance with the terms and conditions of Sections 2.12(a) and 2.12(b) of the Credit Agreement as such terms are applicable to (x) the issuance of Capital Stock and (y) the incurrence of Indebtedness by Holdings, and Holdings agrees to make the necessary capital contributions to the Company in order to enable the Company to comply with the provisions of such Sections.

5.2 **Delivery of Instruments and Chattel Paper.** If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument (other than checks and similar instruments received in the ordinary course of business) or Chattel

Paper, such Instrument or Chattel Paper shall be promptly delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement; *provided* that with respect to a Grantor's distributor agreements and any related security agreements, which may be Chattel Paper, the company agrees that, in lieu of delivery to the Administrative Agent, it shall stamp each such document with the phrase "SUBJECT TO A RECORDED SECURITY INTEREST".

5.3 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring such Grantor against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent and if available on commercially reasonable terms, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) At the Administrative Agent's request, the Borrowers shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with the delivery by the Borrowers to the Administrative Agent of their audited financial statements for each fiscal year and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves with respect thereto to the extent, if any, required by GAAP have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

(d) Such Grantor shall use its reasonable best efforts to, within 120 days after the Closing Date, comply with the terms of the Federal Assignment of Claims Act, with respect to any material contracts it may have with a Governmental Authority.

5.6 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the material Inventory or Equipment (other than goods in transit or leased by a Grantor to a customer) to be kept at a location other than those listed on Schedule 5;

(ii) change the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.7 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.8 Pledged Securities. (a) Subject to the limitations of the definition of Pledged Stock and the right of the Company and its Subsidiaries to make dividend payments to Holdings permitted by Section 7.6(b) of the Credit Agreement, if such Grantor shall become entitled to receive or shall receive any stock certificate (including any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Except as expressly permitted by the Credit Agreement, without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections

6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

5.9 Receivables. (a) With respect to the Collateral, other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.10 Intellectual Property. (a) Such Grantor (either itself or through licensees) will, unless (i) it has a purpose, in the ordinary course of business, to do otherwise or (ii) to do otherwise could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public, unless (i) it has a purpose, in the ordinary course of business, to do otherwise or (ii) to do otherwise could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Such Grantor (either itself or through licensees) , unless (i) it has a purpose, in the ordinary course of business, to do otherwise or (ii) to do otherwise could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (A) will employ each material Copyright and (B) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of any material Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or could reasonably be expected to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any such material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, such Grantor shall report such filing to the Administrative Agent within fifteen Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers necessary to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including filing of applications for renewal, affidavits of use and affidavits of incontestability, unless (i) it has a purpose, in the ordinary course of business, to do otherwise or (ii) to do otherwise could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, unless (i) it has a purpose, in the ordinary course of business, to do otherwise or (ii) to do otherwise could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.11 Vehicles. (a) No Vehicle shall be removed from the state which has issued the certificate of title/ownership therefor for a period in excess of 4 months, *provided* that the leased fleet owned by National Crane Corporation shall be excluded from the provisions of this paragraph.

(b) With respect to any Vehicles acquired by such Grantor subsequent to the date hereof, within 45 days after the end of the fiscal quarter in which any such Vehicle is acquired, all applications for certificates of title/ownership indicating the Administrative Agent's first priority security interest in the Vehicle covered by such certificate, and any other necessary documentation, shall be filed in each office in each jurisdiction which the Administrative Agent shall deem advisable to perfect its security interests in the Vehicles.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) With respect to the Collateral, the Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request (at reasonable intervals) and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) With respect to the Collateral, the Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) With respect to the Collateral, at the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) With respect to the Collateral, the Administrative Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, and to exercise all voting and corporate rights with respect to the Pledged Securities; *provided, however*, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document and, *provided further* that this paragraph (a) shall not be deemed in any way to modify the provisions of Section 7.6(b) of the Credit Agreement.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, and subject to the right of the Company and its Subsidiaries to make dividend payments to Holdings permitted by Section 7.6(b) of the Credit Agreement, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any

Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby and subject to the right of the Company and its Subsidiaries to make dividend payments to Holdings permitted by Section 7.6(b) of the Credit Agreement, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor on account of any Collateral consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5. Nothing contained in this Section 6.4 shall be deemed to modify in any way the provisions of Section 7.6(b) of the Credit Agreement.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrowers and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may (subject to the right of the Company and its Subsidiaries to make dividend payments to Holdings permitted by Section 7.6(b) of the Credit Agreement) apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, *pro rata* among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, *pro rata* among the Lenders according to the amounts of the Obligations then held by the Lenders; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding (unless cash collateralized) and the Commitments shall have terminated shall be paid over to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may when an Event of Default has occurred and is continuing forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against

the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder, except to the extent arising out of the gross negligence or willful misconduct of the Administrative Agent or any Lenders. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. All waivers by any Grantor of rights (including rights to notice), and all rights and remedies afforded the Administrative Agent herein, and all other provisions of this Agreement, are expressly made subject to any applicable mandatory provisions of law limiting, or imposing conditions upon, such waivers or the effectiveness thereof or any such rights and remedies.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and use its best efforts to cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the reasonable opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the reasonable opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged

Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and was continuing under the Credit Agreement at the time the Administrative Agent gave notice pursuant to Section 6.3(b).

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment

by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. During such time as no Default or Event of Default has occurred and is continuing, the Administrative Agent shall provide to such Grantor a file-stamped copy of such financing statement or other filing or recording document or instrument promptly following its return to the Administrative Agent by the relevant filing officer; *provided*, that the failure to provide such financing statement or other filing or recording document or instrument shall not impair the validity thereof and shall not subject the Administrative Agent to any liability to such Grantor.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto

as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; *provided* that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its reasonable costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including the reasonable fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrowers would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; *provided* that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. (a) Each Grantor hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(b) Each of the Grantors, the Administrative Agent and the Lenders waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of either Borrower that is required to become a party to this Agreement pursuant to Section 6.10 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (unless cash collateralized), the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of either Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; *provided* that such Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by such Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

8.17 Dealer Receivables Financing. If requested by the Borrowers, the Administrative Agent shall enter into a satisfactory intercreditor arrangement with respect to any Dealer Receivables Financing, *provided* that the terms of any such arrangement shall be upon terms and conditions reasonably satisfactory to the Administrative Agent and the Required Lenders.

[rest of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

GROVE HOLDINGS LLC

By: Sehatu J. Baranna
Title:

GROVE WORLDWIDE LLC

By: Sehatu J. Baranna
Title:

GROVE CAPITAL, INC.

By: Sehatu J. Baranna
Title:

GROVE U.S. LLC

By: Sehatu J. Baranna
Title:

CRANE ACQUISITION CORPORATION

By: Sehatu J. Baranna
Title:

CRANE HOLDING INC.

By: Schataf Brannan
Title:

GROVE FINANCE LLC

By: Schataf Brannan
Title:

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of April 29, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of Chase Bank of Texas, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 29, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grove Worldwide LLC and Grove Capital, Inc., the Lenders, BankBoston, N.A., Donaldson, Lufkin & Jenrette Securities Corporation and the Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.
3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

[NAME OF ISSUER]

By _____

Title _____

Address for Notices:

Fax: _____

**Annex 1 to
Guarantee and Collateral Agreement**

ASSUMPTION AGREEMENT, dated as of _____, 199_, made by _____, a _____ corporation (the "*Additional Grantor*"), in favor of _____, as administrative agent (in such capacity, the "*Administrative Agent*") for the banks and other financial institutions (the "*Lenders*") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Grove Worldwide LLC and Grove Capital, Inc. (the "*Borrowers*"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of April 29, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of April 29, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules _____* to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct

* Refer to each Schedule which needs to be supplemented.

on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

NOTICE ADDRESSES OF GUARANTORS

For Grove Holdings LLC:

Grove Holdings LLC
c/o Keystone, Inc.
201 Main Street
Suite 3100
Fort Worth, Texas 76102
Attention:
Telecopy:

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Matthew Nimetz
Telecopy: (212) 373-2522

For each of:

Grove Worldwide LLC;
Grove Capital, Inc.;
Grove Finance LLC; and
Crane Holding Inc.:

[NAME OF APPLICABLE GUARANTOR]
1565 Buchanan Trail East
Shady Grove, Pennsylvania 17256
Attention: Keith Simmons
Telecopy: (717) 593-5001

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Matthew Nimetz
Telecopy: (212) 373-2522

For each of:

Crane Acquisition Corp; and
National Crane Corporation:

[NAME OF APPLICABLE GUARANTOR]
11200 North 148th Street
Waverly, NE 68462
Attention: T.J. Urbanek
Telecopy: (402) 786-6700

with copies to:

Grove Worldwide LLC
1565 Buchanan Trail East
Shady Grove, Pennsylvania 17256
Attention: Keith Simmons
Telecopy: (717) 593-5001

-and-

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Matthew Nimetz
Telecopy: (212) 373-2522

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
Crane Acquisition Corp.	Common	1	1,000
Crane Holding Inc.	Common	9	1,000
National Crane Corporation (formerly W.K. 23, Inc.)	Common	2	100

Pledged LLC/GmbH Interests:

<u>Company</u>	<u>Ownership Interest</u>
Grove U.S. LLC	100%
Grove Finance LLC	100%
Grove Worldwide LLC	100%
Grove Worldwide Holdings Germany GmbH	65%

Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
Intercompany Note dated April 29, 1998 by Grove Worldwide Holdings Germany GmbH	Grove Worldwide LLC	\$63,600,000

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

Uniform Commercial Code Filings

AL	- Secretary of State	OH	- Cuyahoga County
CA	- Secretary of State	OH	- Lake County
CA	- Ventura County	OH	- Summit County
DE	- Secretary of State	PA	- Secretary of State
FL	- Secretary of State	PA	- Adams Prothonotary
FL	- Duval County	PA	- Allegheny Prothonotary
IA	- Secretary of State	PA	- Berks Prothonotary
IA	- Polk County	PA	- Blair Prothonotary
IL	- Secretary of State	PA	- Cambria Prothonotary
IL	- Du Page County	PA	- Crawford Prothonotary
MD	- Department of Assessments and Taxation	PA	- Cumberland Prothonotary
MD	- Baltimore Independent City	PA	- Dauphin Prothonotary
MD	- Frederick County	PA	- Delaware Prothonotary
MD	- Washington County	PA	- Franklin Prothonotary
MO	- Secretary of State	PA	- Fulton Prothonotary
MO	- Clay County	PA	- Huntingdon Prothonotary
MO	- Jackson County	PA	- Lancaster Prothonotary
NE	- Secretary of State	PA	- Lebanon Prothonotary
NE	- Adams County	PA	- Philadelphia Prothonotary
NE	- Douglas County	PA	- York Prothonotary
NE	- Lancaster County	TX	- Secretary of State
NE	- Lincoln County	TX	- Galveston County
NJ	- Secretary of State	TX	- Harris County
NJ	- Cumberland County	TX	- Tarrant County
NJ	- Essex County	VA	- State Corporation Commission
NJ	- Hudson County	VA	- Fairfax County
NJ	- Union County	VA	- Norfolk County
NY	- Secretary of State	WA	- Dept of Licensing
NY	- New York County	WA	- Pierce County
OH	- Secretary of State		

Patent and Trademark Filings

Filing with the U.S. Patent and Trademark Office.

Copyright Filings

Filing with the U.S. Copyright Office.

Actions with respect to Pledged Stock

In order to complete the pledge of the shares of the Grove Holdings France SAS, Grove Worldwide LLC and Chase must execute a pledge of the holding company's shares, and to execute a "perfection of pledge certificate" inventorying the shares pledged, and the pledge must be recorded in the share register of the company.

In order to complete the pledge of the shares of the Grove Holdings Germany GmbH, Grove Worldwide LLC and Chase must execute and have notarized the pledge agreement, which will be accomplished at Closing in Berlin.

Other Action

Filings with the Florida, Minnesota, Nebraska and Pennsylvania Departments of Motor Vehicles to note the Lenders' and Administrative Agent's lien on certain motor vehicles

LOCATION OF JURISDICTION OF ORGANIZATION
AND CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>Location</u>
Grove U.S. LLC (Delaware)	1565 Buchanan Trail Shady Grove, PA 17256
Crane Acquisition Corp. (Delaware)	11200 North 148th Street Waverly, NE 68462
Crane Holding Inc. (Delaware)	1565 Buchanan Trail Shady Grove, PA 17256
National Crane Corporation (Delaware)	11200 North 148th Street Waverly, NE 68462
Grove Finance LLC (Delaware)	1565 Buchanan Trail Shady Grove, PA 17256
Grove Capital Inc. (Delaware)	1565 Buchanan Trail Shady Grove, PA 17256
Grove Holdings LLC (Delaware)	201 Main Street Fort Worth, Texas 76102

CERTAIN VEHICLES

1. Actions to perfect the Lenders' security interest in the following National Crane vehicles will not be taken:

Year	Make	Model	Classification
1995	Ford	F80	Demo
1996	Volvo	WG64	Demo
1997	Volvo	WG64	Demo
1987	Ford	K84	Engineering
1994	Ford	W82	Stock
1988	Ford	W82	Engineering
1988	Ford	U90	Engineering
1996	Ford	A99	Engineering
1997	Isuzu	FTR	Stock
1998	Ford	W96	Engineering
1998	Ford	S88	Engineering

In addition, no such action will be taken with respect to additional vehicles acquired by National Crane and classified as "demo," "engineering" or "stock" so long as such vehicles are not covered by certificates of title.

2. The following trailers were purchased without a certificate of title. The trailers are used in the plant facility for material handling. To the extent perfection of a security interest in such trailers requires noting the Lenders' Lien on Certificates of Title, such action will not be taken.

Grove Vehicle #	Year	Make
238	'68	Budd Trailer
239	'79	Clark Trailer
240		Fruehauf Trailer
241	'78	Budd Trailer
242	'78	Fruehauf Trailer
243	'66	Theurer Trailer

LOCATION OF INVENTORY AND EQUIPMENT

<u>Grantor</u>	<u>Location</u>
Grove U.S. LLC (Delaware)	See Annex A attached.
Crane Acquisition Corp. (Delaware)	11200 North 148th Street Waverly, NE 68462
Crane Holding Inc. (Delaware)	11200 North 148th Street Waverly, NE 68462
National Crane Corporation (Delaware)	See Annex B attached.
Grove Finance LLC (Delaware)	1565 Buchanan Trail Shady Grove, PA 17256
Grove Capital Inc. (Delaware)	1565 Buchanan Trail Shady Grove, PA 17256
Grove Holdings LLC (Delaware)	201 Main Street Forth Worth, Texas 76102

Locations for Grove U.S. LLC

Headquarters & Manufacturing Plant

Grove U.S. LLC
1565 Buchanan Trail
Shady Grove, PA 17256

GF Lomma Trucking (Warehouse)
South Kearny, NJ

Port of Galveston (Pier 39)
Galveston, Texas

Other Plants

1086 Wayne Avenue
Chambersburg, PA 17201

Virginia International Terminals
Norfolk, Virginia

7677 Anthony Highway
Quincy, PA 17247

Port of Tacoma
Tacoma, Washington

Subcontractors

Airplane Hangar

Washington Cty. Regional Airport
Hagerstown, MD 21740

Alto Products Corp.
1 Alto Way, Industrial Park
Atmore, AL 36504

Ports of Entry

Port of Port Hueneme
Port Hueneme, CA

Chesapeake Machine
210 S. Janney St.
Baltimore, MD 21224

Port of Jacksonville
Jacksonville, FL

Kelco
4015 E. Baltimore St.
P.O. Box 9948
Baltimore, MD 21224

Dundalk Marine Terminal
Port of Baltimore
Baltimore, MD

Hagerstown Metal Fabricating
P.O. Box 2887
901 Pope Avenue
Hagerstown, MD 21741-2887

Maher Terminals
Port of New York/New Jersey
Elizabeth, NJ

Metal Finishing Inc.
743 Bowman Ave.
Hagerstown, MD 21740

Port of New York/New Jersey
Newark, New Jersey

AIM Corp.
19200 Middlestown Rd.
Parton, MD 21120

Metal Masters Ltd.
P.O. Box 125
Thurmont, MD 21788

Gempco
1195 Home Avenue
Akron, OH 44310

Diamond Hard Chrome
6100 Grand Avenue
Cleveland, OH 44104

Trio Precisioneering Inc.
1415 East 363rd St.
East Lake, OH 44094

Midwest Gear
2182 Aurora Rd.
Twinsburg, OH 44087

Thompson Machine
1128 4th Ave. Rear Juniata
Altoona, PA 16601

Carlisle Mech & Welding
1610 Ind. Drive
Carlisle, PA 17013

Tuckey Metal Fab.
12 Stover Dr.
P.O. Box 720
Carlisle, PA 17013

Firecab
150 Derbyshire Street
P.O. Box V
Chambersburg, PA 17201-0802

JSH Ind.
1846 Falling Spring Rd.
Chambersburg, PA 17201

Kipe Steel
3791 Church Rd.
Chambersburg, PA 17201

Leshner Machine
522 Wayne Rd.
Chambersburg, PA 17201

Occupational Services Inc.
17 Redwood St.
Chambersburg, PA 17201

Olson & Olson Inc.
600 Papermill Rd.
Chambersburg, PA 17201

Titan Distribution
1441 Nitterhouse Drive
Chambersburg, PA 17201

Amity Mfg. Company
P.O. Box 276
100 Mill Street
Clifton Hgts., PA 19018

Consolidated Steel Services
P.O. Box 285
Cresson, PA 16630

MGS Incorporated
178 Muddy Creek Church
Denver, PA 17517

DL Metal
392 Locust Lane
E. York, PA 17402

Alpha Heat
P.O. Box 23
York Co. Industrial Park
Emigsville, PA 17318

Precision Tool & Mfg.
P.O. Box 305
Emigsville, PA 17318

Nolt Bros. Inc.
121 Valley View Dr.
Ephrata, PA 17522

Scott Minor
8043 LWE
Fayetteville, PA 17222

Uniroc USA
P.O. Box 271
13278 LWW
Ft. Loudon, PA 17224

Castle Machine Company
P.O. Box 187
5865 Bullit Rd.
Greencastle, PA 17225

Fab Tech Industries
P.O. Box 38
68 Commerce Avenue
Greencastle, PA 17225

Greencastle Metal Works
P.O. Box 237
Greencastle, PA 17225

Mitchell Machine Shop
P.O. Box 100
550 S. Antrim
Greencastle, PA 17225

Myers Mfg.
5321 Buchanan Trail W.
Greencastle, PA 17225

Null Machine Shop
P.O. Box 7
95 Commerce Avenue
Greencastle, PA 17225

Precision Mfg. & Enge. Co.
3155 Buchanan Trail W.
Greencastle, PA 17225

Progressive Machine Works
P.O. Box 209
2nd & Walnut
Hamburg, PA 19526

Hanover Gear
Rear 502 Broadway
Hanover, PA 17331

Leonhardt Mfg.
800 High St.
Hanover, PA 17331

Wilke Enginuity
250 O'Brien Lane
Hanover, PA 17331

Purcell Machine Co.
P.O. Box P440
Hershey, PA 17033

Baxter Machine
1701 Penn Street
Huntingdon, PA 16652

Johnstown Welding and Fab
210 Lolite Avenue
Johnstown, PA 15901

Accu-Tool and Machine Company
1401 Vermont Avenue
Lancaster, PA 17603

J. Thomas Ltd.
P.O. Box 1596
Lancaster, PA 17608

Lancaster Tool & Machine Inc.
P.O. Box 10575
Lancaster, PA 17605

Seasholtz
1134 Manheim Pike
Lancaster, PA 17601

Warwick Machine & Tool Company
1917 McFarland Drive
Landisville, PA 17538

R&L Machine
Box 66
4856 Lemar Rd.
Lemaster, PA 17231

Ross Engineering
P.O. Box 347
104 N. Maple
Leola, PA 17540

Keystone Machine
115 Newmark St.
Littlestown, PA 17340

Manheim Specialty Machine Inc.
P.O. Box 143
76 West End
Manheim, PA 17545

Henson Autobody & Sandblasting
P.O. Box 147
181 Kennedy St.
Marion, PA 17235

Fulton Precision Ind.
HC 80 Box 16
McConnellsburg, PA 17233

JNT Precision Machining
P.O. Box 220
McConnellsburg, PA 17233

C&T Machining
12991 Buchanan Trail West
Mercersburg, PA 17236

DFW Machining
9270 Mercersburg Rd.
Mercersburg, PA 17236

Hydra-Pneu Inc.
133 Rutledge Rd.
Mercersburg, PA 17236

Spirit Washers
95 Fox Rd.
Mercersburg, PA 17236

Sesco
P.O. Box 296
19 Ash St.
Mont Alto, PA 17237

East Machine Co.
326 Pleasantview Rd.
New Cumberland, PA 17070

Pearson Inc.
P.O. Box 246
Oakmont, PA 15139

Dechert Dynamics Inc.
P.O. Box 272
713 West Main Street
Palmyra, PA 17078

Plate Sales
Phila. Naval Business Center
Bldg. #57 Porter Ave
Philadelphia, PA 19112

Kittatinny Mfg. Services
160 Reading Rd.
P.O. Box 39
Shippensburg, PA 17257

Keystone Honing Corp.
P.O. Box 187
Titusville Ind. Park
Titusville, PA 16354

DL George & Sons
13321 Midvale Rd.
Waynesboro, PA 17268

Tri Fab Inc.
13450 Midvale Rd.
Waynesboro, PA 17268

MFG Manufacturing Inc.
221 Sunset Blvd.
West Chambersburg, PA 17201

Mellinger Mfg.
367 Millwood Rd.
Willow Street, PA 17584

Electro Platers of York Inc.
209 E. Willow Street
Wrightsville, PA 17368

AMZ Electrochemical Inc.
1600 Penn Ave.
York, PA 17404

Behne Machine Company
226 Willis Rd.
York, PA 17403

Ettco Tool & Machine Co.
P.O. Box 1944
York, PA 17405

Garrod Hydraulics
3466 Board Rd.
York, PA 17402

Jenkins Precision Grinding
908 Roosevelt Avenue
York, PA 17404

L&S Tool & Machine
1490 Derry Court
York, PA 17402

Quality Eng. & Tool Co.
380 S. Wheatfield St.
York, PA 17403

Alexandria Metal Finish
9418 Gunston Cove Rd.
Lorton, VA 22079

Asset Locations for National Crane Corporation

Headquarters & Manufacturing Plant

Lincoln, NE 68522

National Crane Corporation
11200 North 148th St.
Waverly, NE 68462

Rivers Metal Products
3100 N. 38th St.
Lincoln, NE 68504

LCL Warehouse

Conterm
156 Beeline
Bensenville, IL

Roy's Welding Service
1130 W. Van Dorn St.
Lincoln, NE 68622

Subcontractors

Shaffer Communications
2333 N. 33rd St.
Lincoln, NE 68504

Clark Industries LTD
5330 N.E. 22nd St.
Des Moines, IA 50316

Stephenson's Truck Repair
4201 Industrial Ave.
Lincoln, NE 68604

Fleet Body Equipment
200 N.W. Harlem Rd.
Kansas City, MO 64116

Great Basin Trucks of Nebraska
1-80 & Hwy 50
Omaha, NE 68137

Cornhusker International Truck
3131 Cornhusker Hwy
Lincoln, NE 68504

Nebraska Hydraulics Inc.
10602 S. 144th St.
Omaha, NE 68138

Industrial Powder Coating
603 L St.
Lincoln, NE 68604

Hi-Tech Pump and Crane
16316 Avenue C
Channelview, TX 77530

Lawrence Industries Inc.
2720 S. Cornhusker Ave.
Hastings, NE 68901

Lincoln Plating Co.
600 W. E St.

INTELLECTUAL PROPERTY INFRINGEMENT
AND CLAIMS AFFECTING INTELLECTUAL PROPERTY

- Grove is opposing Liebherr's patents/patent applications in the European Patent Office ("EPO") relating to (a) a boom latching system and (b) a boom shape, based on prior art. In a related matter, Liebherr has notified Grove that Liebherr has been issued a U.S. patent for a boom latching system similar to the one for which Liebherr has applied in the EPO (as referenced in (a) in the immediately preceding sentence). Liebherr implies in this notification that Grove is infringing on Liebherr's U.S. patent.
- By letter, Grove has claimed JLG Industries with infringement of a Grove patent (U.S. Patent 5,021,917) relating to a control panel power enabling and disabling system used on aerial work platforms. By response letter, JLG has denied infringement and has questioned the validity of Grove's patent.
- Grove is evaluating a possible infringement by OEM of Grove's patent (U.S. Patent 5,021,917) relating to a control panel power enabling and disabling system used on aerial work platforms.
- Grove is evaluating its options against PAT regarding the interactive concept for programming a load moment indicator, which concept Grove developed with PAT but which PAT unilaterally is attempting to patent.
- Grove is opposing Kato's patent in the European Patent Office relating to a load moment indicator design.
- Grove is investigating filing a cancellation action in France against a third party's trademark "DELTALIFT" based on the apparent non-use of that trademark over the last five years.
- Grove is pursuing a partial cancellation action in Japan against a third party's trademark "GLOBE". "GLOBE", in the Japanese language, is virtually identical to the word "GROVE" and historically has prevented Grove from obtaining a trademark for "GROVE". This cancellation action is limited to usage of this trademark with aerial work platforms and is based on the apparent non-use of "GLOBE".

- In three separate matters, Grove is pursuing trademark oppositions in Spain against third parties' proposed trademarks of "MAXILIFT", "MAXOLIFT", and "G", based on conflicts with Grove's registered trademarks.
- A FF 70,000 judgment was entered against Grove in France in 1986 as a result of a patent infringement action by Grove against Cruesot-Loire (Pinguely) in 1980. On advice of counsel, Grove has not paid this judgment.

MATERIAL INTELLECTUAL PROPERTY LICENCED BY GROVE COMPANIES TO THIRD PARTIES			
PARTIES	AGREEMENT	DATE	EXPIRATION
Grove North America, Divisional Kidde Industries, Inc. (Licensor)			
TIL Limited, India (Licensee)	Technical Collaboration and Assistance Agreement	3/26/96	3/25/09
TIL Limited, India (Licensee)	Trademark License Agreement	3/7/96	3/25/11
TIL Limited, India (Licensee)	Technical Collaboration and Assistance Agreement	6/16/94	15 yrs. from registration
Grove North America, Division of Kidde Industries, Inc., and Grove Europe Limited have entered into a license agreement, dated June 9, 1994, with Caterpillar, Inc. In this license agreement, Caterpillar grants Grove a non-exclusive license regarding an elastomeric belt system for cranes and aerial work platforms. The license agreement expires December 31, 1998.			
Grove North America, Division of Kidde Industries, Inc., has entered into a license agreement, dated November 27, 1991, with Sherwin Williams Company. In this license agreement, Grove has acquired the use of a computerized paint color matching system and software. The license agreement has an indefinite term.			
National Crane Corporation (Licensor)			
Contractors Machinery & Equipment Ltd. (Licensee) Burlington, Ontario, Canada	Licensee for assembly of components for truck mounted crane	5/20/87	6/27/97 Being renewed

KIDDE INDUSTRIES, INC. - U.S. FILINGS

GROVE DESIGN DESCRIPTION	COUNTRY	APPLN. NO.	REG. NO.	REG. NAME	FILE DATE	GRANTED	VALID	RENEWAL
Emb. Tel. Crane Bm. Sec.	U. S.	06/827,099	299,079	KID-IN	2/7/86	12/20/88	14	12/20/02
Emb. Tel. Crane Boom	U. S.	06/826,929	299,179	KID-IN	2/7/86	12/27/88	14	12/27/02

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TRADEMARK

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KIDDE INDUSTRIES, INC. - U.S. FILINGS

NO.	INVENTOR	OWNER	BSKB FILE NO. 1421	COUNTRY	APPLN. NO.	REG. NO.	FILE DATE	GRANT DATE	VAL	EXP. DATE
1	(AERIAL WORK PLATFORMS) Aerial Work Platform with Removably Attachable Support Structure for Auxiliary Power Plant	Kidde Industries, Inc.	0091P	U.S.	08/957,798		10/24/97			
2	(AERIAL WORK PLATFORMS) A Tie Rod Extendable and Retractable and Telescopic Arm	Kidde Industries, Inc.	0136P	U.S.	08/314,763	5,489,114	9/29/94	2/6/98	20	9/24/14
3	(AERIAL WORK PLATFORM) Articulated Parallelogram Boom Assembly Synchronization Device ***No Foreign Filings**	Kidde Industries, Inc.	0188P	U.S.	07/672,883	5,129,480	3/21/91	7/14/92	20	3/21/11
4	Automatic Leveling and Synchronization for Counterweight Removal and Installation ***Provisional Filing**	Kidde Industries, Inc.	410P	U.S.	80/063,650		10/31/97		20	
5	Boom Extension Alignment Device	Kidde Industries, Inc.	0107P	U.S.	07/759,675	5,111,945	9/13/91	5/12/92	20	9/13/11
6	(AERIAL WORK PLATFORMS & CRANES) Carrier Track ASSEMBLY Extendable Retractable Boom Machines	Kidde Industries, Inc.	0108 P	U.S.	07/101,017	4,809,472	9/25/87	3/7/89	20	9/25/07
7	(AERIAL WORK PLATFORMS & CRANES) Carrier Track SYSTEM Extendable and Retractable Booms	Kidde Industries, Inc.	0185P	U.S.	06/844,671	4,789,120	3/27/86	12/6/88	20	3/27/06
8	(AERIAL WORK PLATFORMS) Carrier Track SYSTEM Independent and/or Synchronized Operation Multi Section Telescopic Boom Structure Continuation Patent (CIP) (08/312,836-Abandoned 9/27/94)	Kidde Industries, Inc.	0342P	U.S.	08/692,459	5,718,345	9/27/94	2/17/98	20	9/27/14
9	(AERIAL WORK PLATFORMS) Centerline Double Riser with Single Lift Cylinder and Link for a Low Profile Self Propelled Aerial Work Platform	Kidde Industries, Inc.	0147P	U.S.	08/455,214	5,584,358	5/31/95	12/17/98	20	5/31/15
10	(AERIAL WORK PLATFORMS) Control Panel Enabling System ***No Foreign Filings**	Kidde Industries, Inc.	0187P	U.S.	07/471,797	5,021,917	1/29/90	8/4/91	20	1/29/10

KIDDE INDUSTRIES, INC. - U.S. FILINGS

NO	GROUP PATENT DESCRIPTION	OWNER	USKB FILE NO. 1423	COUNTRY	APPL. NO.	REG. NO.	FILE DATE	GRANT DATE	VAL	EXP DATE
11	Crane Boom Extending (TM2500) **Liebherr Opposition**	Kidde Industries, Inc.	0191P	U S	177,799	4,327,533	8/13/80	5/4/82	20	8/13/00
12	Crane Boom Pivot Structure	Kidde Industries, Inc.	0222P	U S	177,646	4,337,867	8/13/80	7/6/82	20	8/13/00
13	Crane Boom Top Plate Lattice Support	Kidde Industries, Inc.	0178P	U S	178,372	4,385,704	8/14/80	5/31/83	20	8/14/00
14	Crane Chyght and Handling Method	Kidde Industries, Inc.	0175P	U S	178,344	4,363,412	8/14/80	12/14/82	20	8/14/00
15	Crawler Frame/Base Frame Connect	Kidde Industries, Inc.	0179P	U S	721,430	4,625,820	4/9/85	12/2/86	20	4/9/05
16	Devices for Cranes and Aerial Work Platforms Using Non-Contact Measuring and Detecting Devices **Provisional Filing**	Kidde Industries, Inc.	0419P	U S	60067,815		12/5/97			
17	Double Acting Disc Brakes	Kidde Industries, Inc.	0219P	U S	810,511	4,279,330	6/27/77	7/21/81	17	7/21/98
18	Double Acting Disc Brake Fl. Cy Hd	Kidde Industries, Inc.		U S	948,743	4,184,573	10/5/78	1/12/80	20	10/5/98
19	Electro-Hydraulic Operating System for Extension Boom Crane (See "Metering Valve")	Kidde Industries, Inc.	0101P	U S	085389953		10/6/86		20	
20	Extension and Retraction System - 4 Section Boom **No Foreign Filings**	Kidde Industries, Inc.	0145P	U S	077473,438	5,080,427	2/1/90	10/29/91	20	2/1/10
21	Failsafe Stop Armgnmt-Crane Boom	Kidde Industries, Inc.		U S	11,781	4,221,089	2/12/79	9/9/80	20	2/12/99
22	Forklift Truck Having Tel. Aux Boom Art to Tel. Main Boom	Kidde Industries, Inc.	0148P	U S	07385,445	4,984,778	7/27/89	10/23/90	20	7/27/09
23	Forklift Variable Reach Mechanism (DO NOT ALLOW TO EXPIRE)	Kidde Industries, Inc.	0177P	U S	813,852	4,674,944	12/27/85	6/23/87	20	12/27/05
24	Forklift Variable Reach Mechanism (DO NOT ALLOW TO EXPIRE)	Kidde Industries, Inc.	0182P	U S	940,734	4,718,814	12/11/88	1/12/88	20	12/11/06
25	Hyd. Scl. Valve-Joy Stick Cont	Kidde Industries, Inc.	0221P	U S	11,782	4,296,773	2/12/79	10/27/81	20	2/12/99
26	(AERIAL WORK PLATFORMS) Lift Apparatus Having an Articulated Double	Kidde Industries, Inc.	0363P	U S	60037,105		1/31/97			

KIDDE INDUSTRIES, INC. - U.S. FILINGS

NO	INVENTOR PATENT DESCRIPTION	OWNER	BSKB FILE NO. 1423-	COUNTRY	APPLN. NO.	REG. NO.	FILE DATE	GRANT DATE	VAL	EXP DATE
	Parallelogram Boom Assembly		0422P	U.S.	09/015,762		1/29/88			
27	Mating Valve (Division of the Electro-Hydraulic Operating System U.S. App. 08/539/963 101P)	Kidde Industries, Inc.	399P	U.S.	08/917,871		8/27/87			
28	Method and Apparatus Ext. Tel. Boom	Kidde Industries, Inc.	0181P	U.S.	535,411	4,664,411	9/26/83	5/12/87	17	5/12/04
29	Method of Removal Oil Box on Cranes	Kidde Industries, Inc.	0183P	U.S.	923,605	4,731,916	10/27/86	3/22/88	20	10/27/08
30	(AERIAL WORK PLATFORM) Multicell Articulated Riser System **No Foreign Filings**	Kidde Industries, Inc.	0190P	U.S.	08/111,933	5,365,970	8/26/93	10/18/94	20	8/28/13
31	(AERIAL WORK PLATFORMS) Overhead Impact Sensing System **No Foreign Filings**	Kidde Industries, Inc.	0178P	U.S.	07/476,401	4,979,598	2/12/90	12/25/90	20	2/12/10
32	Pump Enabling System and Method **No Foreign Filings**	Kidde Industries, Inc.	424P	U.S.	60/074,306		2/6/98			
33	(AERIAL WORK PLATFORM) Self Storing Maintenance Stand for A. Scissor Lift Aerial Work Platform **No Foreign Filings**	Kidde Industries, Inc.	0174P	U.S.	07/757,539	5,145,029	9/11/91	9/8/92	20	9/11/11
34	Tel. Cr. Boom W/ Lock. and Ind. Means	Kidde Industries, Inc.	0180P	U.S.	861,723	4,664,272	5/12/86	5/12/87	20	5/12/06
35	Transportable Crane (Skynder)	Kidde Industries, Inc.	0363 P 0132P	U.S. U.S.	60/026,607 08/774,200	5,704,498	9/23/96 12/27/96	16/98	20	12/27/16
36	(AERIAL WORK PLATFORMS) Vehicular Low-Profile Self Propelled Aerial Work Platform	Kidde Industries, Inc.	0184P	U.S.	101,016	4,757,875	9/25/87	7/19/88	20	9/25/07
37	(AERIAL WORK PLATFORMS) Vehicular Self Propelled Aerial Work Platform and Telescopic Parallelogram Boom Therefore	Kidde Industries, Inc.	0189P	U.S.	07/863,035	5,249,843	4/30/92	10/5/93	20	4/30/12

KIDDE INDUSTRIES, INC. - U.S. FILINGS

GROVE PATENT DESCRIPTION	OWNER	BSBK #	COUNTRY	APPLN. NO.	REG. NO.	FILE DATE	GRANTED DATE	VAL	EXP. DATE
IMPROVEMENTS IN AND RELATING TO TELESCOPIC BOOMS (Kidde Industries, Inc.)	Kidde Industries, Inc.	0143P	U S	08/686,369	5,731,987	6/20/86	3/24/88		3/24/15

TRADEMARK

KIDDE INDUSTRIES, INC. - U.S. FILINGS

NATIONAL CRANE PATENT DESCRIPTION	OWNER	BSKB FILE #	COUNTRY	APPLN. NO.	REG. NO.	FILE DATE	GRANTFD DATE	VAI	EXP DATE
PROTECTIVE COATING ON STEEL PARTS	National Crane Corporation	109P 0402P	U.S.	08/363,925 06/919,448		12/27/94 8/28/97			
JIB PIN ALIGNMENT JACK ASSEMBLY	National Crane Corporation	0103P	U.S.	08/395,589	5,673,805	02/28/96	10/07/95	20	02/28/15

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KIDDE INDUSTRIES, INC. - U.S. FILINGS

PROD.	TRADEMARK DESCRIPTION	OWNER	BSKB REF. NO.	COUNTRY	APP. NO.	REG. NO.	FILE DATE	DATE GRANTED	VAL	FTP DATE
	G LOGO	Kidde Industries, Inc.	285T	U.S.	75/129,752	2,063,402	7/3/86	5/20/87	10	5/20/87
	G MEGA TRAK	Kidde Industries, Inc.	0335T	U.S.	75/187,388		10/25/88			
C	G GROVE WORLDWIDE & DESIGN	Kidde Industries, Inc.		U.S.	74/282,214	1,754,885	4/3/92	3/2/93	10	3/2/92
C	G GROVE WORLDWIDE & DESIGN (JEWELRY)	Kidde Industries, Inc.	205T	U.S.	74,088,020	1,848,790	8/5/90	6/4/91	10	6/4/91
C	G GROVE WORLDWIDE & DESIGN (CAPS)	Kidde Industries, Inc.	204T	U.S.	74,088,277	1,848,087	8/5/90	5/28/91	10	5/28/91
C	G GROVE WORLDWIDE & DESIGN (SPORTSWEAR)	Kidde Industries, Inc.		U.S.	74/324,425	1,781,535	10/22/92	7/13/93	10	7/13/93
C	GROVE	Kidde Industries, Inc.		U.S.	198,867	792,128	4/1/54	7/8/85	20	7/8/85
	Grove (Store Items)	Kidde Industries, Inc.		U.S.	73/439,865	1,284,328	8/18/83	9/11/84	20	9/11/84
		Kidde Industries, Inc.		U.S.	73/439,868	1,303,443	8/18/83	11/8/84	20	11/8/84
		Kidde Industries, Inc.		U.S.	73/438,867	1,284,271	8/18/83	9/11/84	20	9/11/84
		Kidde Industries, Inc.		U.S.	73/443,839	1,419,247	9/14/83	12/2/86	20	12/2/86
		Kidde Industries, Inc.		U.S.	73/443,868	1,284,858	8/18/83	9/11/84	20	9/11/84
		Kidde Industries, Inc.		U.S.	73/439,869	1,304,056	8/18/83	11/8/84	20	11/8/84
		Kidde Industries, Inc.		U.S.	73/438,873	1,303,872	8/18/83	11/8/84	20	11/8/84
		Kidde Industries, Inc.	0231T	U.S.	73/434,392	1,287,763	7/12/83	7/31/84	20	7/31/84
		Kidde Industries, Inc.		U.S.	73,438,863	1,284,129	8/18/83	9/11/84	20	9/11/84
C	GROVEXTRA (SERVICE MARK)	Kidde Industries, Inc.		U.S.	73/698,409	1,523,818	12/1/87	2/7/89	20	2/7/89
F/L	GROVE	Kidde Industries, Inc.		U.S.	73,558,337	1,387,480	8/18/83	3/25/86	20	3/25/86
C	GROVE	Kidde Industries, Inc.		U.S.	383,851	1,258,648	9/7/82	11/8/83	20	11/8/83
C	GROVE (SERVICE)	Kidde Industries, Inc.		U.S.	285,554	817,995	11/4/84	11/1/86	20	11/1/86
C	G GROVE & DESIGN	Kidde Industries, Inc.		U.S.	280,388	886,799	2/8/88	3/18/89	20	3/18/89
F/L	G GROVE & DESIGN	Kidde Industries, Inc.		U.S.	73,558,338	1,388,245	9/16/85	4/1/86	20	4/1/86
C/AWP	G GROVE & DESIGN	Kidde Industries, Inc.	0153T	U.S.	383,850	1,256,647	9/12/82	11/8/83	20	11/8/83
	G GROVE & DESIGN STORE ITEMS	Kidde Industries, Inc.		U.S.	406,190	1,255,858	12/16/82	11/1/83	20	11/1/83
		Kidde Industries, Inc.		U.S.	406,285	1,291,860	12/16/82	8/28/84	20	8/28/84
		Kidde Industries, Inc.	0732T	U.S.	73/439,857	1,288,823	8/18/83	8/7/84	20	8/7/84
		Kidde Industries, Inc.		U.S.	73,439,859	1,328,548	8/18/83	3/25/85	20	3/25/85

KIDDE INDUSTRIES, INC. - U.S. FILINGS

PROC.	TRADEMARK DESCRIPTION	OWNER	BSKB REF. NO.	COUNTRY	APP. NO.	REG. NO.	FILE DATE	GRANTED DATE	VAL	EXP. DATE
				U S	73,439,860	1,294,270	9/1/83	9/1/84	20	9/1/84
				U S	73,439,861	1,303,756	9/1/83	11/8/84	20	11/8/84
				U S	73,439,874	1,303,928	9/1/83	11/8/84	20	11/8/84
				U S	73,439,845	1,294,039	9/1/83	9/1/84	20	9/1/84
				U S	73,439,846	1,310,860	9/1/83	12/25/84	20	12/25/84
C	G TRAP LOCK & DESIGN	Kidde Industries, Inc.		U S	313,401	1,200,199	6/5/81	7/6/82	20	7/6/82
C	TRAP BOSS	Kidde Industries, Inc.		U S	573,478	1,407,364	12/16/85	9/2/86	20	9/2/86
	VARIBOSS	Kidde Industries, Inc.	03977	U S	75,352,841					
	AWP = AERIAL WORK PLATFORMS									
	C = CRANES									
	FAL = FORKLIFTS									
	PMC = PEDESTAL MOUNTED CRANES									

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TRADEMARK

KIDDE INDUSTRIES, INC. - U.S. FILINGS

AWP TRADEMARK DESCRIPTION	OWNER	BSKB REF NO	COUNTRY	APPLN NO.	REG. NO.	FILF DATE	GRANTED	VAL	EXP. DATE
1 G MANLIFT & DESIGN BADGE (NO WW)	Kidde Industries, Inc	0154T	U S	74294,180	1,783,858	7/14/92	7/27/93	10	7/27/03
2 G MANLIFT & GROVE	Kidde Industries, Inc	0148T	U S	74337,505	1,782,419	8/11/92	7/20/93	10	7/20/03
* G MANLIFT & GROVE WORLDWIDE ** TOY MODELS **	Kidde Industries, Inc		U S	74,324,427	1,781,587	10/22/92	7/20/93	10	7/13/03
3 ICL DESIGN	Kidde Industries, Inc	0141T	U S	73,772,870	1,552,525	1/3/89	8/22/89	20	8/22/09
4 GROVE MANLIFT	Kidde Industries, Inc	0182T	U.S.	74/512,639	1,842,109	4/14/94	12/18/95	10	12/18/05
5 MANLIFT	Kidde Industries, Inc	0228T	U S	317,825	935,144	1/27/89	5/30/92	20	5/30/02
6 MAXX & DESIGN	Kidde Industries, Inc	0137T	U S	142,758	1,152,137	9/28/77	4/28/81	20	4/28/01
7 SUPER-MAXX	Kidde Industries, Inc	0138T	U S	74098,631	1,668,181	9/20/90	12/24/91	10	12/24/01
8 TRACKBRIDGE & DESIGN	Kidde Industries, Inc	0163T	U S	741242,189	1,721,428	2/3/92	10/6/92	10	10/6/02
9 TOUCAN	Kidde Industries, Inc	0384T	U S	73,662,992	1,470,455	5/28/87	12/29/87	20	12/29/07
*These trademarks are counted as "Crane" trademarks									

KIDDE INDUSTRIES, INC. - U.S. FILINGS

NATIONAL CRANE TRADEMARK DESCRIPTION	OWNER	BSKB REF NO.	COUNTRY	APPLN. NO.	REG. NO.	FILE DATE	GRANTED VAL.	EXP. DATE
COLORED STRIPING	National Crane Corporation		U.S.	432,672	1,328,014	6/30/83	4/2/85	

KIDDE INDUSTRIES, INC. - U.S. FILINGS

COPYRIGHTS	COUNTRY	REG. NO.	DATE		VALID	DATE GRANTED	OWNER
			FILED				
PIC-UR-CRANE HYDRAULIC TELESCOPING BOOM CHART	U. S.	K90160	10/02/70		28+	10/02/98	Kidde Industries, Inc.
	U. S.	K99126	09/19/72		28+	09/19/00	Kidde Industries, Inc.
	U. S.	K112347	07/23/75		28+	03/23/03	Kidde Industries, Inc.
	U. S.	K113737	09/23/75		28+	09/15/03	Kidde Industries, Inc.
PIC-UR-CRANE BOOM CHART	U. S.	VA148,553	08/18/83		75	08/16/58	Kidde Industries, Inc.
PIC-UR-CRANE BOOM CHART	U. S.	VA417,467	07/11/90		75	12/31/83	Kidde Industries, Inc.
PIC-UR-CRANE BOOM CHART	U. S.	VA460,528	11/28/89		75	11/28/84	Kidde Industries, Inc.
INSULATED LINKS	U. S.	TX 543-455				11/02/92	Kidde Industries, Inc. & Nat. Crane
	U. S.	TX 568-430				11/02/92	Kidde Industries, Inc. & Nat. Crane
	U. S.	TX 583-612				12/31/92	Kidde Industries, Inc.
	U. S.	TX 553-822				12/31/92	Kidde Industries, Inc.
	U. S.	TX 553-817				12/31/92	Kidde Industries, Inc.
	U. S.	VA 249-783				11/02/92	Kidde Industries, Inc. & Nat. Crane
	U. S.	VA 245-250				11/02/92	Kidde Industries, Inc. & Nat. Crane
	U. S.	PA 1 708 495				12/31/92	Kidde Industries, Inc.
	U. S.	PA 1 688 780				11/02/92	Kidde Industries, Inc. & Nat. Crane
	U. S.	PA 1 688 893				11/02/92	Kidde Industries, Inc. & Nat. Crane
	U. S.	PA 1 688 619				11/02/92	Kidde Industries, Inc. & Nat. Crane

VEHICLES

See Annex A attached hereto.

GROVE VEHICLE REPORT (Grove Industries, Inc.)
4/21/98

Vehicle #	Year	Model	Vehicle Identification #	License #
33	'82	KENWORTH	1XKXD29X5CJ298492	Unlicensed
42	'80	KENWORTH	181847S	Unlicensed
52	'79	CHEVROLET	CKR1491131007	Unlicensed
73	'81	CHEV. SAW	IGMEK16L6BF108205	Unlicensed
97	'89	OLDS AMBUL.	398608M257827	Unlicensed
157		HOME-MD TRL.	TF7578PA	Unlicensed
205	'89	LOAD KING	691539	Unlicensed
219	'79	STRICK REC.	TR38218PA	Unlicensed
249	'68	STRICK TRLR.	93505	Unlicensed
250	'72	BROWN TRLR.	RT27844	Unlicensed
253	'82	FORD	1FTCF10F8CNA34068	Unlicensed
308	'71	CHEVROLET	PE351F625524	Unlicensed
327	'75	CHEVROLET	GCY3351121551	Unlicensed
300	'78	CHEVROLET	CCL248B141015	Unlicensed
509	'81	KENWORTH	1XKMD29X5B1294991	Unlicensed
514	'82	KENWORTH	1XKMD29XOCJ297814	Unlicensed
522	'70	CHEV. FIRETRUCK	KE24F151236	Unlicensed
601	'74	FREUHAUF	FWS595110	Unlicensed
629	'98	TALBERT LOWBOY	40FWK815SW1016109	Unlicensed
630	'98	TALBERT TRAILER	40FMA815SW1016112	Unlicensed
847	'82	CHEV. SAW	2G1AN35H4C1148103	Unlicensed
1	'89	KENWORTH	1XKWDBEX4KSS33478	AA89566
2	'89	KENWORTH	1XKWDBEX6KSS33479	AA89567
3	'91	KENWORTH	1XKWDBEX0MSS53915	AB03921
4	'91	KENWORTH	1XKWDBEX0MSS53916	AB03922
5	'91	KENWORTH	1XKWDBEX1MSS53917	AB03923
6	'94	KENWORTH	1XKWP89X3MS630075	AB43618
7	'95	KENWORTH	1XKWP8EX0SS670438	AB55690
8	'98	KENWORTH	1XKWP8EX5TJ725197	AB68247
9	'97	KENWORTH	1XKWP8EX5VJ740004	AB78724
32	'82	KENWORTH	1XKMD29X3CJ298491	YX40478
45	'80	KENWORTH	187134S	AA13116
48	'81	KENWORTH	1XKWD39X0RM183945	AA13119
49	'81	KENWORTH	1XKWD39Z6M193946	AA13120
50	'87	KENWORTH	1XKWDBEX2H5346250	AA58392
83	'85	CHEVROLET	2GCEK14C3F1119640	35726CD

GROVE VEHICLE REPORT
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Vehicle #	Year	Model	Vehicle Identification #	License #
59	'98	CHEV. PICKUP	1GCEK14W0WZ118364	ZJ12490
64	'81	CHEVROLET	1GB17D4Y6BV122825	CW10809
65	'81	CHEVROLET	1GBS7D4Y5BV122729	AB33044
66	'82	CHEVROLET	1GBP7D1GXCV111132	CW10962
67	'95	GMC	1GDM7H1J7SJ522846	ZE17457
68	'85	CHEVROLET	2GCEK14C7F119894	35727CD
72	'94	GMC	1GTEG25K3RF509002	ZE53179
74	'95	GMC-VAN	1GTGG35K7SF510495	ZE53180
75	'93	GMC-VAN	1GDEG25K1PF514532	ZE53177
76	'82	CHEVROLET	1GCHC39M6CV122046	YW05529
83	'91	INTERNATIONAL	1HTSDZ7N8M#4334850	ZL26124
87	'85	CHEVROLET	2GCEK14HOF1131917	35734CD
88	'97	GMC SWEEPER	J8DC4B1K5V7010081	ZL08651
201	'80	TALBERT	5667	AA13121
202	'80	TALBERT	5668	AA13122
206	'82	TALBERT	5910	AA27816
207	'82	TALBERT	5937	AA27817
208	'80	TALBERT	5583	AA13123
209	'80	TALBERT	5584	AA76236
210	'78	TALBERT	5307	AA13125
210A	'83	TALBERT	6033J	TWO8837
212	'83	THEURER	102192	AA34598
213	'83	THEURER	102194	AA34599
217	'79	STRICK RECON.	TR38217PA	AA13127
221	'96	FRUEHAUF	TW001701	AB66615
222	'96	FRUEHAUF	TW001702	AB66616
223	'80	STRICK RECON.	TR42904PA	AB47569
226	'80	STRICK RECON.	TR33753PA	AA13132
227	'79	STRICK RECON.	TR29700PA	AA13133
228	'83	THEURER	102193	AA34149
229	'80	STRICK RECON.	TR42893PA	AA13134
231	'80	STRICK RECON.	TR45403PA	AA13135
232	'80	STRICK RECON.	TR45402PA	AA13136
235	'83	THEURER	102196	AA39150
244	'81	THEURER	1TG154226B1200733	AA13143
245	'81	THEURER	1TG154228B1200734	AA13144
246	'81	THEURER	200735	AA13145
247	'83	THEURER	1102195	AA34600
248	'80	EVANS M VAN	49455	AA13146
251	'85	FORD VAN	1FBHE21HXFHB60762	KNT272
254	'82	FORD	1FTCF10FPCNA34067	56988CJ
326	'84	CHEV. VAN	1GCEG25DXE7170700	CW64927
331	'84	CHEV. VAN	1GCEG25D6E7165476	CW64920

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Vehicles #	Year	Model	Vehicle Identification #	License #
334	'85	CHEVROLET	2GCEK14H3F1133239	35735CD
335	'85	FORD VAN	1FBHE21G3FHB20849	KDZ530
336	'85	FORD VAN	1FBHE21G3FHB16744	KDZ531
345	'82	CHEVROLET	2GCEK14H8C1129546	CW19052
346	'82	CHEVROLET	2GCEK14H3C1128943	CW10951
347	'82	CHEVROLET	2GCEK14H9C1136450	CW10955
348	'82	CHEVROLET	2GCEK14H2C1131106	CW10953
350	'87	GMC	2GTF29KXJ1539359	ZE62754
511	'82	KENWORTH	1XKCD29XOCJ297587	AA44924
515	'87	CHEVROLET	IGCEV14K1HF347161	63780CJ
516	'87	CHEVROLET	IGCEV14K7HF350226	63781CJ
517	'87	CHEVROLET	IGNEV16KOHF130950	MSV277
518	'87	CHEVROLET	IGNEV16K9HF130963	MSV278
519	'87	CHEVROLET	IGNEV19C7HF1704076	PKU984
521	'82	FORD	1FTCF10F4CNA34066	YE39259
523	'88	CHEVROLET	2GCFK24C8J1174420	YR50612
524	'88	CHEVROLET	1GBHR34J8JJ102083	YC31817
525	'87	FORD VAN	1PMCA11U8HZBB4463	FRB739
526	'88	CHEVROLET	1GRG4D1F5JV111644	YC31838
527	'89	FORD	1FTDF15YXKNA03790	YH27678
528	'89	FORD	1FTDF15Y1KNA07355	YH27677
529	'89	FORD	1FTDF15Y4KNA07348	Y2A2919
530	'95	CHEVY	IGCEK1RK3S2220331	YY24723
531	'95	CHEVY	IGCEK14K6S21701	YY24727
532	'89	FORD	1FTEF15Y5KNB12176	YS25424
533	'89	FORD	1FTEF15Y3KNB08451	YS12230
534	'89	FORD	1FTEF15Y1KNB08450	YS12229
535	'90	FORD	1FTEF15Y0LNA88614	YM25525
536	'90	FORD	1FTEF15Y2LNA88615	YM25528
537	'90	FORD	1FTEF15Y7LNA88612	YM25527
538	'90	FORD	1FTEF15Y9LNA88613	YM25526
539	'92	CHEVY	IGCEK1428NE230827	YS2378
540	'92	CHEVY	IGCEK14K9NE228963	YS2376
541	'92	CHEVY	IGCEK14K7NE230114	YS2377
542	'92	CHEVY	IGCEK14Z2NE232198	YS2379
548	'94	CHEVY	IGCEK14K2RZ273872	YV80390
550	'96	GMC VAN	1GKEL19W8TB527801	ANX1587
600	'97	TALBERT LOWBOY	40FWK8147V1015338	ABB9244
602	'74	FREUHAUF	FWS595114	XF06632
604	'74	FREUHAUF	FWS595116	XF06631
609	'74	GREAT DANE	74542	TM94771
610	'82	TALBERT	5883	AA71885
611	'88	TALBERT	40FSK5249J1007344	AA65232

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GROVE VEHICLE REPORT
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Vehicle #	Year	Model	Vehicle Identification #	License #
612	'88	EAST	1E1H5Y281JRD09338	AA73233
613	'88	EAST	1E1H5Y283JRD09339	AA73234
614	'88	EAST	1E1H5Y28XJRD09337	AA73235
616	'89	TALBERT	40FSK6849K1008167	AA89487
617	'89	TALBERT	40FSK5245K1008170	AA89565
618	'89	THEURER	1TA114828J2211691	TY29196
619	'89	THEURER	1TA114824KG216178	TY29195
620	'90	TALBERT	40FJK2725L1008821	AB00686
621	'90	TALBERT	40FJK2727L1008822	AB00687
622	'97	TALBERT LOWBOY	40FWK100XV1015341	AB67915
623	'97	TALBERT TRAILER	40FJ02936W1016121	AB92155
624	'98	TALBERT LOWBOY	40FWK5344W1016119	AB92363
625	'98	TALBERT LOWBOY	40FWK5340W1016117	AB92364
626	'98	TALBERT	40FWK6159W1016100	AB95865
627	'98	TALBERT LOWBOY	40FWK8154W1016103	AB95987
628	'98	TALBERT LOWBOY	40FWK815XW1016106	AB95866
907	'85	CHEVROLET	1G1BN69H5FY101818	LMP110
953	'81	CHEV. S/W	1G1AL35J7BJ170179	BGS527
962	'88	CHEVROLET	1G1BN69H8G9121119	LMP111
965	'86	CHEVROLET	1G1BN35Y6GX131731	LMP129
970	'87	CHEVROLET	1G1BU51H3H9137979	NMB129
972	'88	CHEVROLET	1G1BN81YQJA105557	PKV024
989	'85	CHEVROLET	1G1BN35H4FX165018	RHF067
K03	'94	FORD VAN /TEXAS	1FTFS24H3RH828425	KM5100

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**NATIONAL CRANE OWNED HIGHWAY VEHICLES
AS OF 4/22/98**

YEAR	MAKE	MODEL	VEHICLE ID	CLASSIFICATION	MSO/TITLE
1984	IHC	1724	1HTLBD4H2EHA87504	MANUFACTURING	TITLE
1986	FORD	F252	1FTFF25Y1GPA70871	MANUFACTURING	TITLE
1975	FORD	LTS8000	V90KV65126	MANUFACTURING	TITLE
1971	FORD	Y808C	Y80CVL13424	MANUFACTURING	TITLE (STAR)
1982	FORD	TRUCK	DZW80U3CVA00865	MANUFACTURING	TITLE (FL)
1978	AUTO	TRUCK	PQIFQGH085259	MANUFACTURING	TITLE (MN)
1995	FORD	F80	1FDPF80C18VA44368	DEMO	MSO
1996	VOLVO	WG64	4V5JCBBE7TR852362	DEMO	MSO
1994	FORD	L94	1FGXK84E2RYA24400	RENTAL	TITLE
1994	FORD	4900	1HTSHAAT9RH579250	RENTAL	TITLE
1995	FORD	U82	1FDZU82E7SVA78058	RENTAL	TITLE
1995	FORD	LT8000F	1FDZU82E9SVA76109	RENTAL	TITLE
1995	FORD	F800	1FDXF80E7SVA19458	RENTAL	TITLE
1996	VOLVO	WG64	4V5JCBBE5TR852361	RENTAL	TITLE
1996	FORD	F800	1FDXF80E8TVA04307	RENTAL	TITLE
1996	VOLVO	WG64	4V5JCBBE4TR844431	RENTAL	TITLE
1996	FORD	W82	1FDYWB2E3TVA01851	RENTAL	TITLE
1996	VOLVO	WG64	4V5JCBPF8TR849342	RENTAL	TITLE
1997	FORD	F800	1FDXF80E9VVA17022	RENTAL	TITLE
1997	FORD	LT8000F	1FDZU82E5VVA23884	RENTAL	TITLE
1997	FORD	LT8000F	1FDZU82E4VVA26464	RENTAL	TITLE
1997	VOLVO	WG64	4VHJCCBE2VN858318	RENTAL	MSO
1998	FORD	LT8501	1FDZW88E2WVA00984	RENTAL	TITLE
1987	FORD	K84	1FDPK84NOHVA02256	ENGINEERING	MSO
1984	FORD	W82	1FDYW82E5RVA48579	STOCK	MSO
1996	FORD	W82	1FDYW82E0TVA02116	ENGINEERING	MSO
1996	FORD	U90	1FDZU90U3TVA25674	ENGINEERING	MSO
1996	FORD	A99	1FDZA99U8TVA18059	ENGINEERING	MSO
1997	IZUZU	PTR	4GTJ7C126VJ800362	STOCK	MSO
1998	FORD	W96	1FDZW96T2WVA12587	ENGINEERING	MSO
1998	FORD	S86	1FDZS86E3WVA10869	ENGINEERING	MSO

1974 DODGE D81 D81FM4J005113 MANUFACTURING TITLE

(V)

TRADEMARK

RECORDED: 07/24/1998

REEL: 1759 FRAME: 0112