Our Ref.: DJB-3638-250

Form PTO-1594 1-31-92

U.S. Department of Commerce Patent and Trademark Office

# RECORDATION FORM COVER SHEET

## TRADEMARKS ONLY

Mail Stop Assignment Recordation Services

Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

- 1450 1450	
☐ Individual(s) ☐ Association ☐ General partnership ☐ Limited Partnership ☐ Corporation-State: Delaware ☐ Other: ☐ Nature of conveyance: ☐ Assignment ☐ Merger	Name and address of receiving party(ies):  Name: JLG Industries, Inc. Internal Address: Street Address:  1 JLG Drive  City: McConnellsburg State/Country: Pennsylvania Zip: 17233 Individual(s) citizenship Association General Partnership Limited Partnership
Security Assignment Change of Name	☐ Corporation-State Pennsylvania
Other:	☐ Other
· .	If assignee is not domicited in the United States, a domestic
	representative designation is attached:   Yes  No
Execution Date: April 16, 2010	Designations must be a separate document from Assignment)
7,011 10, 2010	Additional name/s & address/es attached \( \subseteq \text{Yes}  \text{No} \)
Application number(s) or registration number(s):	Additional name/s & address/es attached   Yes   X No
If this document is being filed together with a new application	the execution data of the application in
A. Trademark Application No.(s)	
(1)	B. Trademark Registration No.(s) (1) 1609582
(2)	(2) 2004506
(3)	(2) 2004300 (3) 3357518
Additional numbers attache	· · /
	6 Total number of applications and registrations involved: 6
concerning document should be mailed:	
	7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 165.00
Internal Address:	⊠ Enclosed
	Authorized to be charged to deposit account #14-1140
Street Address: Nixon & Vanderhye P.C.	
901 North Glebe Road	The Commissioner is hereby authorized to charge any
11th Figor	deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith
City Arlington State: VA Zip: 22203	(or with any paper thereafter filed in this application by this
	firm) to our Account No. 14-1140
DO NOT USE TH	
Statements and signature.	
<ul> <li>To the best of my knowledge and belief, the foregoing information</li> </ul>	ation is true and correct and any attached copy is a true
copy of the original document.	The state of the s
	000
Donna J. Bunton ( Www.	April 30, 2010
Name of Person Signing Signe	ture Date
	Indian and a short office benefit and described
Total number of pages inc	luding cover sheet, attachments and document: 9
· :	

TRADEMARK **REEL: 004196 FRAME: 0602** 

1626592

Form PTO-1594 1-31-92

(12)

(13)

(14)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office

Alexandria, VA 22313-1450 To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.  1. Name of conveying party(ies):  JLG OmniQuip, Inc.  2. Name and address of receiving party(ies):  Name: JLG Industries, Inc.  Internal Address:  Street Address:  1 JLG Drive
Name of conveying party(ies):     JLG OmniQuip, Inc.      Name and address of receiving party(ies):     Name: JLG Industries, Inc.     Internal Address:     Street Address: 1 JLG Drive
Street Address: 1 JLG Drive
☐ Individual(s) ☐ Association ☐ Capacal new arrangement ☐ Capacal new
☐ General partnership ☐ Limited Partnership ☐ City: McConnellsburg ☐ State/Country ☐ Repressive pion
☐ Other: State: Delaware State/Country: Pennsylvania Zip: 17233
Individual(s) citizenship
☐ Association
General Partnership
Limited Partnership
☐ Corporation-State Pennsylvania
Other  If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
Designations must be a separate document from Assignment)
A. Trademark Application No.(s)  B. Trademark Registration No.(s)
(4) 0774039 (5) (5) 3048240
(5) 3048240 (6) 3360613
$\begin{pmatrix} 17 \\ (7) \end{pmatrix}$
(8)
(9)
(10) (11) (11)

(12)(13)

(14)

REEL: 004196 FRAME: 0603

### ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of this \_\_\_\_\_ day of April, 2010, between JLG OmniQuip, Inc., a Delaware corporation, having a place of business at 13712 Crayton Boulevard, Hagerstown, Maryland 21742 (formerly located at 13224 Fountainhead Plaza, Hagerstown, Maryland 271742) ("OmniQuip") and JLG Industries, Inc., a Pennsylvania corporation, having a place of business at 1 JLG Drive, McConnellsburg, Pennsylvania 17233 ("JLG").

WHEREAS, OmniQuip is the owner of the trademarks and registrations thereof as set forth in Schedule A attached hereto and made a part hereof (hereafter the "Trademarks") and the patents and the "Patents");

WHEREAS, JLG is desirous of acquiring (a) all of OmniQuip's rights, title and interest and to all of the Trademarks, including the registrations thereof, together with the goodwill of the business symbolized by the Trademarks being assigned, and (b) all of Omniquip's interests in the Patents;

WHEREAS, OmniQuip has agreed to assign the Trademarks and Patents to JLG and JLG hereby accepts said assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the sum of \$\[\text{redacted}\]\] and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- (A) OmniQuip does hereby assign, transfer and convey unto JLG, its successors and assigns (i) all right, title, and interest in and to the Trademarks, including without limitation all goodwill of the business symbolized by the Trademarks, and all applicable registrations thereof, and (ii) all right, title and interest in and to the Patents, including without limitation all resulting patents and applications therefore and the full and exclusive right to the inventions covered by said Patents, and to the said Patents and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of said patents and application therefor, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and Omniquip hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Patents to JLG, for its interest as assignee, its successors, assigns, and legal representatives
- (B) OmniQuip does also hereby sell, assign, transfer and convey unto JLG, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks and Patents, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- (C) OmniQuip hereby assumes all liabilities and obligations in connection with the assignment of the Trademarks and Patents, described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

1616519

TRADEMARK
REEL: 004196 FRAME: 0604

- (D) OmniQuip agrees to execute and deliver at the request of JLG, all papers, documents, instruments and assignments, and to perform any other reasonable acts, at Omniquip's sole cost and expense, that (1) JLG may require in order to vest all of OmniQuip's rights, title and interest in and to the Trademarks and Patents in JLG; (2) may be required in countries foreign to the United States to record JLG as the owner of the Trademarks and Patents herein assigned; and (3) JLG may require in any legal action that JLG may take regarding the protection of the rights of JLG in the Trademarks and Patents. The parties acknowledge the possible need or appropriateness in certain registration offices for separate assignments relating solely to a specific trademark on record in such registration offices. Accordingly, without limitation, OmniQuip agrees to execute said assignments upon request of JLG, in connection with separate assignments of trademarks.
- (E) Omniquip further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, patents and title thereto, to record the Trademarks, Patents and title thereto as the property of JLG, its successors, assigns and legal representatives in accordance with the terms of this instrument.
- (F) This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without reference to its conflicts of law principles.

IN WITNESS WHERBOF the parties hereto have caused this Assignment Agreement to be executed by their respective duly authorized officers and affixed their respective corporate seals hereto.

JLG OmniQuip, Inc.

By:

Name: Ignacio A. Cortina Title: Assistant Secretary

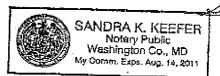
Date: <u>April 16, 2016</u>

STATE OF Maryland)

COUNTY OF Whington)

SS:

On this //oth day of April 2010, before me personally came /our color of to me known, who being by me duly sworn, did depose and say that he holds the office of Asal of Cecretor of the Assignor, JLG OmniQuip, Inc., described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment Agreement on behalf of said corporation.



Notary Public

1616519

JLG Industries, Inc.

By:

Name: Ignacio A. Cortina Title: Assistant Secretary

Date: April 16 2010

STATE OF Maryland

COUNTY OF Washington)

On this // day of April 2010, before me personally came/one for me known, who being by me duly sworn, did depose and say that he holds the office of foregoing instrument, and that he was duly authorized to execute this Assignment Agreement on behalf of said corporation.

SANDRA K. KEEFER Notary Public Washington Co., MD My Comm. Exps. Aug. 14, 2011 Notary Public

1616519

TRADEMARK
REEL: 004196 FRAME: 0606

#### Schedule A

Apr 30 2010 11:05

#### Trademark Summary

#### Luli

Country	Application Date   Application No.		<del></del>		
U.S.	12/11/89	9446/74	Issue Date	Registration No.	
U.S.	11/15/95	19202/75	8/14/90	1,609,582	
U.S.	11/28/05		10/1/96	2,004,506	
Australia	12/16/04	78,761,944	12/18/07	3,357,518	
Canada	2/2/05	1034786	7/25/05	1034786	
China		1,245,802	4/26/07	686599	
- Ciliin	12/11/06	5777389		5777389	

### OmniOuip & Design

NIXON & VANDERHYE PC

Country	Application Date	Application No.	Issue Date	Registration No.
Argentina		2148922	9/30/99	1,755,266
Argentina		2148921	9/30/99	1,755,267
Brazil		820747122	3180199	1,/JJ,20/
Canada		877,062	5/31/01	TMA545934
Europe	5/6/98	817,759	5/6/98	817759
Venezuela		8893-98	7/7/00	221656
Venezuela		8894-98	7/7/00	221657

#### OmniOuip International, Inc.

Country	Application Date	Application No.	Issue Date	Registration No.
Argentina		2083927	9/9/98	1,686,354
Argentina		2083926	9/9/98	1,686,353
Argentina		2081039	8/11/98	1,679,075
Australia		734907	8/10/98	734907
Brazil		819933929	9/4/02	819933929
Brazil:		819933937		
Europe		542,753	5/22/97	542,753
ІѕгаєІ		112579	6/9/98	112579
Israel		112580	9/6/98	112580
Japan		9-116293	10/30/98	4,206,343
Mexico		304849	9/30/97	560245
Mexico		304850	9/30/97	560246
Norway		973655	4/2/99	189268
Switzerland		4115/1997		447529

**TRADEMARK** REEL: 004196 FRAME: 0607

### <u>SkyTrak</u>

Country	Application Date	Application No.	Issue Date	Registration No.	
U.S.	11/20/62	157,660	7/28/66	774 020	
U.\$	12/21/04	76/625,593	1/24/06	774,039	
<u>U.S.</u>	-11/28/05	78,761,820	12/25/07	3,048,240	
Austra <u>lia</u>	12/16/04	1034785	8/1/05	3,360,613	
Benefux	12/17/71	23734	12/17/97	1034785	
Brazil	8/10/78	6305/73		306,688	
Canada	3/21/80	427,641	8/10/78	1232-06735169	
Canada	2/2/05	1,245,801	3/21/80	241,374	
China	12/11/06	5777390	5/24/07	688,137	
Finland	4/20/87		9/13/09	5777390	
France	8/2/72	40909172	4/20/87	66141	
Great Britain	8/23/72	1,210,776	8/2/72	1,210,776	
Japan	7/18/97	997,401	5/20/74	997,401	
Spain		4886 <b>7</b> /95	7/18/97	3333078	
Sweden	8/19/72	685329	2/28/77	685329	
2 Mcrieti	12/29/72	72-3585	12/29/77	141,673	

#### Trak International

Country	Application Date	Application No.	Issue Date	Registration No.
0.8.	<u></u>	821177/73	11/6/99	1620832

TRADEMARK

REEL: 004196 FRAME: 0608

Apr 30 2010 11:05

#### Patent Summary

NIXON & VANDERHYE PC

1				<u> </u>		<u> </u>
	Country	Application	Application	Issue	Registration	Expiration
		Date	No.	Date	No.	Date
	U.S.	6/17/99	09/335,377	1/23/07	RE39477	12/5/14
	U.S.	3/3/97	08/804,291	9/29/98	5,813,697	12/4/12
					2,022,077	1.4/M/1.2

### Load Handler with Modular Frame Assembly

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	5/11/00	09/568,798	7/6/04	6,757,958	Expires
		ŀ			5/11/20
			•	1	

#### Modular Frame Load Handler with Translatable Carriage

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	5/11/01	09/852,669	4/27/04	6,726,436	Expires 5/11/21
U.S. Div. 1	3/9/04	10/795,586	2/27/07	7,182,369	3/9/24
U.S. Div. 2	11/17/06	11/600,758	6/24/08	7,390,021	11/17/26

Country	Application Date	Application No.	Issue Date	Registration No.	Expiration Date
U.S.	5/29/90	529,926	10/1/91	5,052,532	5/29/10

**TRADEMARK REEL: 004196 FRAME: 0609** 

**RECORDED: 04/30/2010**