

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEREX SOUTH DAKOTA, INC.		08/13/2014	CORPORATION: DELAWARE
TEREX CORPORATION		08/13/2014	CORPORATION: DELAWARE
TEREX USA, LLC		08/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
TEREX UTILITIES, INC.		08/13/2014	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1651334	GENIE
Registration Number:	1654719	GENIE
Registration Number:	1670051	GENIE AWP
Registration Number:	2003107	IWP
Registration Number:	2004370	S
Registration Number:	2006102	Z
Registration Number:	2023489	SUPER TOWER
Registration Number:	2066366	SUPERLIFT CONTRACTOR
Registration Number:	2076560	SUPER HOIST
Registration Number:	2086891	SUPERLIFT
Registration Number:	2110747	DPL
Registration Number:	2160463	AWP
Registration Number:	2643845	RUNABOUT
Registration Number:	3130805	JIB-EXTEND
Registration Number:	3166032	XCHASSIS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3540392	
Registration Number:	4481857	SHOREPLUG
Registration Number:	4481858	SHORE PLUG
Registration Number:	4485821	TAKING YOU HIGHER
Registration Number:	4485822	TAKING YOU HIGHER.
Registration Number:	4400194	ZX
Serial Number:	86050246	GENIE LIFT PRO
Registration Number:	1112134	TELELECT
Registration Number:	1634652	HI-RANGER
Registration Number:	3473635	COMP-SELECT
Serial Number:	85838450	X-BOOST
Registration Number:	2142510	
Registration Number:	2149326	
Registration Number:	2156535	TEREX
Registration Number:	4297733	TEREX
Registration Number:	1347216	TEREX
Serial Number:	85847670	TEREX
Serial Number:	85847664	TEREX
Registration Number:	3507406	MACS
Registration Number:	996057	TEXOMA
Registration Number:	723542	ROLLERCONE
Registration Number:	1348905	RING HORSE
Registration Number:	1348906	RING HORSE
Registration Number:	1357654	CEDARWIRE
Registration Number:	1978640	WORKHORSE
Registration Number:	2221241	AMERICAN CRANE & TRACTOR PARTS INCORPORA
Registration Number:	2992559	MVP
Registration Number:	2995147	COBRATRACK
Registration Number:	2537985	CRANE AMERICA SERVICES

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

TRADEMARK

REEL: 005362 FRAME: 0668

ATTORNEY DOCKET NUMBER:	CRS1-39746
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	09/15/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT dated as of August 13, 2014 (this "**Agreement**"), among TEREX CORPORATION ("**Terex**"), Terex USA, LLC, the subsidiaries of Terex listed on Schedule I hereto (together with Terex USA, LLC, the "**Subsidiaries**" and together with Terex, the "**Grantors**") and Credit Suisse AG, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 13, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Terex, the Subsidiary Guarantors party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 13, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Terex, the subsidiaries party thereto (together with Terex, the "**Borrowers**") the Lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiaries are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule II, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

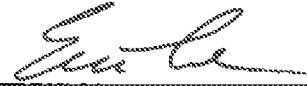
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TEREX CORPORATION
TEREX USA, LLC

On behalf of each of the foregoing entities,

by



Name: Eric I Cohen
Title: Senior Vice President

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

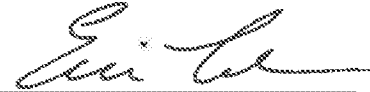
by



Name: Eric I Cohen
Title: Vice President

TEREX UTILITIES, INC.

by



Name: Eric I Cohen
Title: President

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

by

Name:
Title:

Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005362 FRAME: 0672

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

by


Name: **VIPUL DHADDA**
Title: **AUTHORIZED SIGNATORY**


Name: **Stanley Tran**
Title: **Authorized Signatory**

[Signature Page to Trademark Security Agreement]

[[3487101]]

TRADEMARK
REEL: 005362 FRAME: 0673

SCHEDULE I

Subsidiaries

TEREX SOUTH DAKOTA, INC.

SCHEDULE II

Terex South Dakota, Inc. U.S. Trademarks

Grantor	Mark	Registration / Application No.	Registration Date	Next Renewal
Terex South Dakota, Inc.	GENIE	1651334	23-Jul-1991	23-Jul-2021
Terex South Dakota, Inc.	GENIE	1654719	27-Aug-1991	27-Aug-2021
Terex South Dakota, Inc.	GENIE AWP	1670051	31-Dec-1991	31-Dec-2021
Terex South Dakota, Inc.	IWP	2003107	24-Sep-1996	24-Sep-2016
Terex South Dakota, Inc.	S (Stylized)	2004370	1-Oct-1996	1-Oct-2016
Terex South Dakota, Inc.	Z (Stylized)	2006102	8-Oct-1996	8-Oct-2016
Terex South Dakota, Inc.	SUPER TOWER	2023489	17-Dec-1996	17-Dec-2016
Terex South Dakota, Inc.	SUPERLIFTCONTRACTOR	2066366	3-Jun-1997	3-Jun-2017
Terex South Dakota, Inc.	SUPER HOIST	2076560	1-Jul-1997	1-Jul-2017
Terex South Dakota, Inc.	SUPERLIFT	2086891	12-Aug-1997	12-Aug-2017
Terex South Dakota, Inc.	DPL	2110747	4-Nov-1997	4-Nov-2017
Terex South Dakota, Inc.	AWP	2160463	26-May-1998	26-May-2018
Terex South Dakota, Inc.	RUNABOUT	2643845	29-Oct-2002	29-Oct-2022
Terex South Dakota, Inc.	JIB-EXTEND	3130805	15-Aug-2006	15-Aug-2016
Terex South Dakota, Inc.	XCHASSIS	3166032	31-Oct-2006	31-Oct-2016
Terex South Dakota, Inc.	Blue Aerial Platform Design (in color)	3540392	2-Dec-2008	2-Dec-2018
Terex South Dakota, Inc.	SHOREPLUG	4481857	11-Feb-2014	11-Feb-2024
Terex South Dakota, Inc.	SHOREPLUG & Design	4481858	11-Feb-2014	11-Feb-2024
Terex South Dakota, Inc.	TAKING YOU HIGHER	4485821	18-Feb-2014	18-Feb-2024
Terex South Dakota, Inc.	TAKING YOU HIGHER & Design	4485822	18-Feb-2014	18-Feb-2024
Terex South Dakota, Inc.	ZX	4400194	10-Sep-2013	10-Sep-2023
Terex South Dakota, Inc.	GENIE LIFT PRO	86/050,246	n/a	n/a
Terex South Dakota, Inc.	TELELECT	1112134	30-Jan-1979	30-Jan-2019
Terex South Dakota, Inc.	HI-RANGER & Design	1634652	12-Feb-1991	12-Feb-2021
Terex South Dakota, Inc.	COMP-SELECT	3473635	22-Jul-2008	22-Jul-2018
Terex South Dakota, Inc.	X-BOOST	85/838,450	n/a	n/a

Terex Corporation U.S. Trademarks

Grantor	Mark	Registration / Application No.	Registration Date	Next Renewal
TEREX CORPORATION	TEREX HOUSEMARK DESIGN	2,142,510	10-MAR-1998	10-MAR-2018
TEREX CORPORATION	TEREX HOUSEMARK DESIGN	2,149,326	7-APR-1998	7-APR-2018
TEREX CORPORATION	TEREX	2,156,535	12-MAY-1998	12-MAY-2018
TEREX CORPORATION	TEREX & Crown Design	4,297,733	5-MAR-2013	5-MAR-2023
TEREX CORPORATION	TEREX	1,347,216	9-JUL-1985	9-JUL-2015
TEREX CORPORATION	TEREX & Crown Design	85/847,670	n/a	n/a
TEREX CORPORATION	TEREX	85/847,664	n/a	n/a
TEREX CORPORATION	MACS	3,507,406	30-SEP-2008	30-SEP-2018
TEREX CORPORATION	TEXOMA	996,057	22-OCT-1974	22-OCT-2014

Terex USA, LLC U.S. Trademarks

Grantor	Mark	Registration No.	Registration Date	Next Renewal
Terex USA, LLC	ROLLERCON	723542	7-Nov-1961	7-Nov-2021
Terex USA, LLC	RING HORSE	1348905	16-Jul-1985	16-Jul-2015
Terex USA, LLC	RING HORSE & Design	1348906	16-Jul-1985	16-Jul-2015
Terex USA, LLC	CEDARWIRE	1357654	3-Sep-1985	3-Sep-2015
Terex USA, LLC	WORK HORSE & Design	1978640	4-Jun-1996	4-Jun-2016
Terex USA, LLC	AMERICAN CRANE & TRACTOR PARTS INCORPORATED	2221241	2-Feb-1999	2-Feb-2019
Terex USA, LLC	MVP	2992559	6-Sep-2005	6-Sep-2015
Terex USA, LLC	COBRATRACK	2995147	13-Sep-2005	13-Sep-2015

Terex Utilities, Inc. U.S. Trademarks

Grantor	Mark	Registration No.	Registration Date	Next Renewal
Terex Utilities, Inc.	Crane America Services	2537985	12-Feb-2002	12-Feb-2022