

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578885

| | | | |
|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (Notes) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clark Equipment Company | | 05/29/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Collateral Agent | | |
| Street Address: | South Sixth Street | | |
| Internal Address: | Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 75 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0890034 | BOBCAT | |
| Registration Number: | 0670566 | BOBCAT | |
| Registration Number: | 4261549 | BOBCAT | |
| Registration Number: | 4776980 | BOBCAT | |
| Registration Number: | 1622185 | BOBCAT | |
| Registration Number: | 1622595 | BOBCAT | |
| Registration Number: | 1620865 | BOBCAT | |
| Registration Number: | 1605240 | BOBCAT | |
| Registration Number: | 1598690 | BOBCAT | |
| Registration Number: | 1604367 | BOBCAT | |
| Registration Number: | 1577764 | BOBCAT | |
| Registration Number: | 1741160 | BOBCAT | |
| Registration Number: | 1677100 | BOBCAT | |
| Registration Number: | 1661108 | BOBCAT | |
| Registration Number: | 2027135 | BOBCAT | |
| Registration Number: | 1153505 | BOBCAT | |
| Registration Number: | 1651245 | BOBCAT | |
| Registration Number: | 5696415 | BOBCAT | |

CH \$1890.00 0890034

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 4684661 | BOBCAT |
| Registration Number: | 4764615 | BOBCAT ADVANTAGE |
| Registration Number: | 4267606 | BOBCAT |
| Registration Number: | 5880767 | BOB-DOCK |
| Registration Number: | 4028966 | BOB-TACH |
| Registration Number: | 5122537 | BOB-TACH |
| Registration Number: | 1647210 | BUCKET BITE |
| Registration Number: | 4955203 | CREATE & CONSERVE |
| Registration Number: | 4030916 | MISCELLANEOUS MARK |
| Registration Number: | 4027919 | |
| Registration Number: | 4110890 | |
| Registration Number: | 4170220 | |
| Registration Number: | 4261550 | |
| Registration Number: | 4776982 | |
| Registration Number: | 1153506 | |
| Registration Number: | 1110470 | |
| Registration Number: | 1592776 | |
| Registration Number: | 1628383 | |
| Registration Number: | 1595106 | |
| Registration Number: | 1633201 | |
| Registration Number: | 1603842 | |
| Registration Number: | 1609572 | |
| Registration Number: | 1577757 | |
| Registration Number: | 1604285 | |
| Registration Number: | 1621833 | |
| Registration Number: | 1645123 | |
| Registration Number: | 1661107 | |
| Registration Number: | 2190158 | |
| Registration Number: | 4025876 | DOMORE |
| Registration Number: | 4833290 | EARTHFORCE |
| Registration Number: | 4343023 | EARTHFORCE |
| Registration Number: | 4833469 | EARTHFORCE |
| Registration Number: | 4828881 | EARTHFORCE |
| Registration Number: | 4990512 | EARTHFORCE |
| Registration Number: | 5317131 | EARTHFORCE |
| Registration Number: | 5476828 | EARTHFORCE |
| Registration Number: | 2332705 | IQ SYSTEM |
| Registration Number: | 4772754 | ONE TOUGH ANIMAL |

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 6059027 | POWER BY THE HOUR |
| Registration Number: | 4998574 | PRO CLAMP |
| Registration Number: | 2418778 | PRO-TEC |
| Registration Number: | 1661934 | PROTECTION PLUS |
| Registration Number: | 2622095 | VERSAHANDLER |
| Registration Number: | 4337880 | WE HAVE AN ATTACHMENT FOR THAT |
| Registration Number: | 1743124 | WORKSAVER |
| Registration Number: | 1155327 | BOB-CAT |
| Registration Number: | 1077261 | LAWNAIRE |
| Registration Number: | 683211 | MATAWAY |
| Registration Number: | 1042138 | REN-O-THIN |
| Registration Number: | 1077263 | RENOVAIRE |
| Registration Number: | 2822807 | RYAN |
| Registration Number: | 0878133 | RYAN |
| Registration Number: | 2594037 | STEINER |
| Registration Number: | 1077262 | TRACAIRE |
| Serial Number: | 88636592 | BOBCAT |
| Serial Number: | 88822790 | BOBCAT |
| Serial Number: | 88636602 | |

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552333

Email: jnull@stblaw.com

Correspondent Name: Bobbie Burrows

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/2964

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 06/01/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Grant of Security Interest in United States TRADEMARKS

This TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2020 (this “Agreement”) between Clark Equipment Company (“CEC” or the “Grantor” and, together with any other entity that may become a party hereto as provided herein, the “Grantors”), and Wilmington Trust, National Association, as Collateral Agent (in such capacity, the “Notes Collateral Agent”) for the benefit of the Secured Parties. CEC is a wholly owned subsidiary of Doosan Bobcat Inc. (“Parent”).

W I T N E S S E T H:

WHEREAS, the Grantor and the Notes Collateral Agent are party to that certain Security Agreement, dated as of May 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) entered into pursuant to that certain Indenture, dated as of May 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among CEC, Parent, as guarantor, and Wilmington Trust, National Association, in its capacity as the trustee and Notes Collateral Agent, respectively, pursuant to which CEC issued \$300,000,000 aggregate principal amount of its 5.875% Senior Secured Notes due 2025 (the “Notes”) on May 29, 2020 and may from time to time issue additional Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Notes Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) now owned by the Grantor or in which the Grantor now has any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Notes Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks listed on Schedule A hereto, but excluding any Trademarks that are Excluded Assets (including, for the avoidance of doubt any United States intent-to-use trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Security Agreement (the “Trademark Collateral”).

THE GRANTOR authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

THE GRANTOR does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the

event of a conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

All defined terms not otherwise defined in this Agreement shall have the meanings sets forth in the Security Agreement.

This Agreement and the security interest granted hereby shall terminate in accordance with the terms of the Security Agreement.

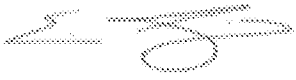
This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 29th day of May, 2020.

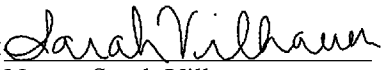
CLARK EQUIPMENT COMPANY,
as Grantor

By: 
Name: Eric Spilde
Title: Vice President - Finance

[Signature Page to IP Security Agreement – Trademarks]

TRADEMARK
REEL: 006949 FRAME: 0813

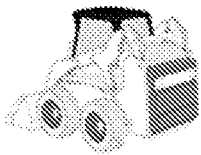
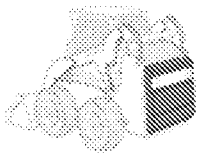
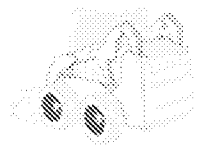
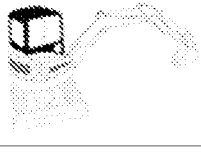






WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent











By: 
Name: Sarah Vilhauer
Title: Banking Officer

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS


| Mark | Registration Date | Registration No. |
|---|--------------------------|-------------------------|
| BOBCAT | April 28, 1970 | 890034 |
| BOBCAT | December 2, 1958 | 670566 |
| BOBCAT | December 18, 2012 | 4261549 |
| BOBCAT | July 21, 2015 | 4776980 |
| BOBCAT | November 13, 1990 | 1622185 |
| BOBCAT | November 13, 1990 | 1622595 |
| BOBCAT | November 6, 1990 | 1620865 |
| BOBCAT | July 10, 1990 | 1605240 |
| BOBCAT | May 29, 1990 | 1598690 |
| BOBCAT | July 3, 1990 | 1604367 |
| BOBCAT | January 16, 1990 | 1577764 |
| BOBCAT | December 22, 1992 | 1741160 |
| BOBCAT | February 25, 1992 | 1677100 |
| BOBCAT | October 15, 1991 | 1661108 |
| BOBCAT | December 31, 1996 | 2027135 |
| BOBCAT | May 5, 1981 | 1153505 |
| BOBCAT | July 23, 1991 | 1651245 |
| BOBCAT | March 12, 2019 | 5696415 |
| BOBCAT | February 10, 2015 | 4684661 |
| BOBCAT ADVANTAGE | June 30, 2015 | 4764615 |
|  | January 1, 2013 | 4267606 |
| BOB-DOCK | October 8, 2019 | 5880767 |
| BOB-TACH | September 20, 2011 | 4028966 |
| BOB-TACH | January 17, 2017 | 5122537 |

| Mark | Registration Date | Registration No. |
|---|--------------------------|-------------------------|
| BUCKET BITE | June 11, 1991 | 1647210 |
| CREATE & CONSERVE | May 10, 2016 | 4955203 |
|  | September 27, 2011 | 4030916 |
|  | September 20, 2011 | 4027919 |
|  | March 13, 2012 | 4110890 |
|  | July 10, 2012 | 4170220 |
|  | December 18, 2012 | 4261550 |
|  | July 21, 2015 | 4776982 |
|  | May 5, 1981 | 1153506 |
|  | January 2, 1979 | 1110470 |
|  | April 24, 1990 | 1592776 |
|  | December 18, 1990 | 1628383 |
|  | May 8, 1990 | 1595106 |

| Mark | Registration Date | Registration No. |
|---|--------------------|------------------|
|  | January 29, 1991 | 1633201 |
|  | June 26, 1990 | 1603842 |
|  | August 14, 1990 | 1609572 |
|  | January 16, 1990 | 1577757 |
|  | July 3, 1990 | 1604285 |
|  | November 13, 1990 | 1621833 |
|  | May 21, 1991 | 1645123 |
|  | October 15, 1991 | 1661107 |
|  | September 22, 1998 | 2190158 |
| DOMORE | September 13, 2011 | 4025876 |
| EARTHFORCE | October 13, 2015 | 4833290 |
| EARTHFORCE | May 28, 2013 | 4343023 |
| EARTHFORCE | October 13, 2015 | 4833469 |
| EARTHFORCE | October 6, 2015 | 4828881 |
| EARTHFORCE | June 28, 2016 | 4990512 |
| EARTHFORCE | October 24, 2017 | 5317131 |
| EARTHFORCE | May 22, 2018 | 5476828 |
|  | March 21, 2000 | 2332705 |

| Mark | Registration Date | Registration No. |
|---|--------------------------|-------------------------|
| ONE TOUGH ANIMAL | July 14, 2015 | 4772754 |
| POWER BY THE HOUR | May 19, 2020 | 6059027 |
| PRO CLAMP | July 12, 2016 | 4998574 |
| PRO-TEC | January 9, 2001 | 2418778 |
| PROTECTION PLUS | October 22, 1991 | 1661934 |
| VERSAHANDLER | September 17, 2002 | 2622095 |
| WE HAVE AN ATTACHMENT FOR THAT | May 21, 2013 | 4337880 |
| WORKSAVER | December 29, 1992 | 1743124 |
| <u>BOB-CAT</u> | <u>26-May-1981</u> | <u>1,155,327</u> |
| <u>LAWNAIRE</u> | <u>15-Nov-1977</u> | <u>1,077,261</u> |
| <u>MATAWAY</u> | <u>11-Aug-1959</u> | <u>683,211</u> |
| <u>REN-O-THIN</u> | <u>29-Jun-1976</u> | <u>1,042,138</u> |
| <u>RENOVAIRE</u> | <u>15-Nov-1977</u> | <u>1,077,263</u> |
| <u>RYAN</u> | <u>16-Mar-2004</u> | <u>2,822,807</u> |
| <u>RYAN and Design</u>  | <u>7-Oct-1969</u> | <u>878,133</u> |
| <u>STEINER</u> | <u>16-Jul- 2002</u> | <u>2,594,037</u> |
| <u>TRACAIRE</u> | <u>15-Nov-1977</u> | <u>1,077,262</u> |

Trademark Applications

| Mark | Application Date | Application No. |
|---|-------------------------|------------------------|
| BOBCAT | September 30, 2019 | 88636592 |
| BOBCAT | March 5, 2020 | 88822790 |
|  | September 30, 2019 | 88636602 |