

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Caterpillar Inc.	04/18/2006
RECEIVING PARTY DATA	
Name:	JLG Industries, Inc.
Street Address:	1 JLG Drive
City:	McConnellsburg
State/Country:	PENNSYLVANIA
Postal Code:	17233-9533
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D366489
Patent Number:	5595398
Patent Number:	5577878
Patent Number:	5494397
Patent Number:	5931255
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7038164031
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Correspondent Name:	Alan M. Kagen/Nixon & Vanderhye P.C.
Address Line 1:	901 North Glebe Road, 11th Floor
Address Line 4:	Arlington, VIRGINIA 22203-1808
ATTORNEY DOCKET NUMBER:	3638-778 AMK
NAME OF SUBMITTER:	Alan M. Kagen

CH \$200.00 D366489

Total Attachments: 4
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, effective as of the Closing Date defined in the Asset Purchase Agreement ("Effective Date"), between, inter alia, CATERPILLAR INC., a corporation organized under the laws of the state of Delaware ("Assignor") and JLG Industries, Inc., a Pennsylvania corporation (the "Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain United States and foreign patents rights as hereinafter defined; and

WHEREAS, pursuant to Section 2(e)(iii) of the Asset Purchase Agreement dated October 27, 2005, to which Assignor and Assignee are both parties (the "Asset Purchase Agreement"), Assignor and Assignee have agreed to finalize this Assignment, pursuant to which Assignee shall be assigned the entirety of Assignor's right, title and interest in and to the patents identified in Exhibit A attached hereto ("Caterpillar Intellectual Property").

WHEREAS, the following definitions shall apply in this Patent Assignment:

All capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees forever, Assignor's entire right, title and interest in and to the following:

All of the Assignor's right, title, and interest to:

- a. All patents (including all reissues, divisions, continuations, continuations in part, and extensions thereof) and patent applications listed on Exhibit A hereto (collectively, the "Assigned Patents");
- b. Any and all other rights, priorities and privileges of Assignor provided under United States, state, foreign or multinational law, with respect to the Assigned Patents; and
- c. Any and all rights to causes of actions, lawsuits, judgments, claims and demands of any nature available to or being pursued by Assignor, whether arising by way of counterclaim or otherwise, for any infringement, impairment, misappropriation, or other unauthorized use or conduct in derogation of the Assigned Patents, including the right to receive all proceeds and damages therefrom.

Collectively, Sections (a) through (c) shall constitute the "Assigned Rights."

Assignee, its successors, and assigns, shall hold the rights to the foregoing for and during the existence of such Assigned Rights as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is effective as of the Closing Date. Assignor shall comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee in all relevant nations.

The parties agree that the assignment of each patent on Exhibit A shall be construed as separable and divisible from the assignment of every other patent. The unenforceability or invalidity of this Assignment with respect to any one patent shall not limit its enforceability or validity, in whole or in part, with respect to any other patent.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

Assignor makes no warranties or representations or indemnities related to the Assigned Rights other than as may be provided in the Asset Purchase Agreement.

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

Caterpillar Inc.

By: Laurie J. Huxtable
Name: Laurie J. Huxtable
Title: Assistant Secretary
Date: April 18, 2006

JLG Industries, Inc.

By: Stephen P. Caso
Name: Stephen P. Caso
Title: Corp. Attorney
Date: 5/24/06

Exhibit A

Docket	Country Name	Case Type	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Title
94-158	France	Dsn - Design	Nat - National	Granted	945796	10/17/1994	0391034-39	2/28/1995	TELESCOPIC MATERIAL HANDLING VEHICLE
94-158	Germany	Dsn - Design	Nat - National	Granted	M9408213.8	10/17/1994	M9408213.8	3/23/1995	TELESCOPIC MATERIAL HANDLING VEHICLE
94-158	Great Britain	Dsn - Design	Nat - National	Granted	2041807	9/13/1994	2041807	1/11/1995	TELESCOPIC MATERIAL HANDLING VEHICLE
94-158	Italy	Dsn - Design	Nat - National	Granted	TO94O000207	10/13/1994	69263	4/5/2000	TELESCOPIC MATERIAL HANDLING VEHICLE
94-158	United States	Dsn - Design	Nat - National	Granted	29/021480	4/19/1994	D366489	1/23/1996	TELESCOPIC MATERIAL HANDLING VEHICLE
94-168	United States	Reg - Regular	Nat - National	Granted	8/432044	5/1/1995	5595398	1/21/1997	WORK MACHINE
94-169	United States	Reg - Regular	Nat - National	Granted	8/432275	5/1/1995	5577878	11/26/1996	WORK MACHINE
94-241	France	Reg - Regular	P/E - PCT/EPC Application	Granted	93902421.2	1/20/1993	EP0623092	2/12/1997	LOAD HANDLING APPARATUS (4-SECTION BOOM) CAT PURCHASED FROM D.J. INDUSTRIES LTD.(GBRI) IN 1994
94-241	Great Britain	Reg - Regular		Granted	9201157.6	1/20/1992	2263270	1/11/1995	LOAD HANDLING APPARATUS (4-SECTION BOOM) CAT PURCHASED FROM D.J. INDUSTRIES LTD.(GBRI) IN 1994
94-241	Italy	Reg - Regular	P/E - PCT/EPC Application	Granted	93902421.2	1/20/1993	EP0623092	2/12/1997	LOAD HANDLING APPARATUS (4-SECTION BOOM) CAT PURCHASED FROM D.J. INDUSTRIES LTD.(GBRI) IN 1994
94-241	United States	Reg - Regular	Pct - Patent Cooperation Treaty	Granted	8/256662	1/20/1993	5494397	2/27/1996	LOAD HANDLING APPARATUS (4-SECTION BOOM) CAT PURCHASED FROM D.J. INDUSTRIES LTD.(GBRI) IN 1994
96-728	France	Reg - Regular	Epc - European Patent Case	Granted	98108355.3	5/7/1998	EP0876932	1/2/2003	POWER TRANSFER ARRANGEMENT FOR A MACHINE

PATENT

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Exhibit A

Docket	Country Name	Case Type	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Title
96-728	Germany	Reg - Regular	Epc - European Patent Case	Granted	98108355.3	5/7/1998	69810379.3-1	1/2/2003	POWER TRANSFER ARRANGEMENT FOR A MACHINE
96-728	Great Britain	Reg - Regular	Epc - European Patent Case	Granted	98108355.3	5/7/1998	EP0876932	1/2/2003	POWER TRANSFER ARRANGEMENT FOR A MACHINE
96-728	United States	Reg - Regular	Nat - National	Granted	8/853396	5/9/1997	5931255	8/3/1999	POWER TRANSFER ARRANGEMENT FOR A MACHINE