

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Terex Corporation	02/19/2010
Terex GmbH	02/19/2010

RECEIVING PARTY DATA

Name:	Bucyrus International, Inc.
Street Address:	P.O. Box 500
Internal Address:	1100 Milwaukee Avenue
City:	South Milwaukee
State/Country:	WISCONSIN
Postal Code:	53172

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5358058
Patent Number:	5064023
Patent Number:	5398772
Patent Number:	6568744
Patent Number:	6754945
Patent Number:	5085520
Patent Number:	5413186
Patent Number:	5634524
Patent Number:	7100709
Patent Number:	5465798
Patent Number:	5555699
Patent Number:	6095263
Patent Number:	6565146

OP \$880.00 5358058

Patent Number:	6996979
Application Number:	12429587
Application Number:	61183870
Application Number:	12290579
Application Number:	12365252
Application Number:	12409063
Application Number:	61234750
Application Number:	10537772
Application Number:	12299406

CORRESPONDENCE DATA

Fax Number: (212)291-9719
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 558 3285
Email: newmanj@sullcrom.com,nguyenb@sullcrom.com
Correspondent Name: Julie Newman
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 019305/0002 (OPERA)

NAME OF SUBMITTER: Julie Newman

Total Attachments: 8
source=Patent Assignment (Terex)#page1.tif
source=Patent Assignment (Terex)#page2.tif
source=Patent Assignment (Terex)#page3.tif
source=Patent Assignment (Terex)#page4.tif
source=Patent Assignment (Terex)#page5.tif
source=Patent Assignment (Terex)#page6.tif
source=Patent Assignment (Terex)#page7.tif
source=Patent Assignment (Terex)#page8.tif

CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

This CONFIRMATORY PATENT ASSIGNMENT ("Agreement") dated as of February 19, 2010 (the "Effective Date"), is made by and between Terex Corporation, a Delaware corporation, with an office at 200 Nyala Farm Road, Westport, Connecticut 06880 and Terex GmbH, a company organized under the laws of Germany, with an office at Karl-Funke-Str. 36 44149 Dortmund, Germany ("Assignors"), and Bucyrus International, Inc., a Delaware corporation, with an office at P.O. Box 500, 1100 Milwaukee Avenue, South Milwaukee, Wisconsin 53172 ("Assignee").

WHEREAS, Assignors are the owners of the United States Patents identified on Schedules A and B;

WHEREAS, Assignors and Assignee have entered into that certain Asset and Stock Purchase Agreement, dated as of December 20, 2009 (the "Purchase Agreement") and the Intellectual Property Assignment Agreement of even date herewith (the "IPAA") and the Intellectual Property And License Assignment Agreement of even date herewith (the "IPLAA"), pursuant to which Assignors have conveyed, assigned and transferred their Assigned Intellectual Property, to Assignee (the "Assignment");

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, in the Purchase Agreement, the IPAA, and the IPLAA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby confirm that all right, title and interest in and to the Patents identified in Schedules A and B have been conveyed, assigned and transferred to Assignee and its successors, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, do hereby convey, assign and transfer to Assignee all such right, title and interest.

2. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Purchase Agreement.

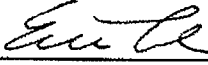
3. Purpose. This Agreement has been executed and delivered by the Assignors for the purpose of recording the Assignment described herein with the United States Patent and Trademark Office. The Assignment confirmed herein has been granted in connection with the Purchase Agreement, the IPAA, and the IPLAA and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the IPAA, and the IPLAA, the terms of the Purchase Agreement, the IPAA, and the IPLAA shall control.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Assignors and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

TEREX CORPORATION

By: 

Name: Eric I Cohen

Title: Senior Vice President,
Secretary and General Counsel

TEREX GMBH

By: 

Name: Eric I Cohen

Title: Managing Director

{Signature Page to Confirmatory Patent Assignment Agreement}

IN WITNESS WHEREOF, Assignors and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BUCYRUS INTERNATIONAL, INC.

By: *C.R. Mackus*

Name: Craig R. Mackus

Title: Chief Financial Officer and Secretary

Schedule A
TEREX CORPORATION

United States Patents

Country	Patent No. (Appl. No.)	Title	Assignee	Inventors	Grant Date	Filing Date
US	5,358,058 (08/127,262)	Drill automation control system	Terex Corporation	Edlund, Hans; Haines, Marvin		
US	5,064,023 (07/617,992)	Flexible ladder for use on moving conveyances	Terex Corporation	Loeber, Frederick		
US	5,398,772 (08/086,525)	Impact hammer	Terex Corporation	Edlund, Hans		
US	6,568,744 (10/151,801)	Joint isolation system and a dump body incorporating the same	Terex Corporation	Borthick, William; Fujan, Steven		
US	6,754,945 (10/400,996)	Method of forming a stress isolating joint on a dump body	Terex Corporation	Borthick, William; Fujan, Steven		
US	5,085,520 (07/624,968)	Nose cone bearing arrangement	Terex Corporation	Fujan, Steven		
US	5,413,186 (08/242,195)	Reverse percussion device	Terex Corporation	Campbell, Paul		
US	5,634,524 (08/436,709)	Reverse percussion device	Terex Corporation	Campbell, Paul		
US	7,100,709 (10/657,433)	Feed table pivot pin constraining device	Terex Corporation	Bowe; James M., McClure; Larry W.		
US	5,465,798 (08/328,667)	Drill automation control system	Terex Corporation	Edlund, Hans; Haines, Marvin		

US	5,555,699 (08/127,262)	Cross-Stiffened Panel Structure	Terex Corporation	Borthick, William; Fujian, Stephen		
US	6,095,263 (09/219,661)	Drill Rig operator cab viewpoint	Terex Corporation	Saunders, Larry; Barnett, Tony		
US	6,565,146 (10/152,889)	Dump body for an off-highway rubber-tired haulage vehicle	Terex Corporation	Borthick, William; Fujian, Stephen		

Pending United States Patent Applications

Segment	Country	Application No.	Title	Assignee	Inventors	Filing Date
MPM	US	12/429,587	Rotary Blasthole Drilling Rig Flexible Jaw Pipe Positioner	Terex Corporation	Bruce Crawford	04/24/2009
MPM	US	61/183,870	Rod Changer for Rock Drill	Terex Corporation	Connell, Stuart	06/03/2009
MPM	US	12/290,579	Apparatus and System and Method for Down the Hole Carousel Drilling	Terex Corporation (Redrill)	Pires, Oswaldo	
MPM	US	12/365,252	Unitized Hub/Rim for Off-Road Trucks	Terex Corporation	Gibson, Ray	
MPM	US	12/409,063	Axial Thrust Control for Gearing	Terex Corporation	Loeber, Fred	
MPM	US	61/234,750 (Provisional)	Zur Automatisierung von Tagebau-Hydraulikbaggern	Terex Corporation	Poettker, Alois	2009 (provisional)

Schedule B
Terex GmbH

United States Patents

Country	Patent No. (Appl. No.)	Title	Assignee	Inventors	Grant Date	Filing Date
US	6,996,979 (09/331,705)	Hydraulic circuit for a hydraulic excavator	Terex GmbH	Esch, Uwe; Drieschner, Gottfried	2/14/2006	10/21/1997
US	10/537,772	Profile for fitting a digger with a hoe bucket or loading shovel and method for production thereof	Terex GmbH	Grobenstiegl, Armin; Beckmann Detlef		12/2/2003

Pending United States Patent Application

Segment	Country	Application No.	Title	Assignee	Inventors	Filing Date
	US	12/299,406	Method of reducing the load of one or more engines in a large hydraulic excavator	Terex GmbH	Busse, Wilfried Emminger, Reinhard	Pub. 4/9/09