

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the incorrect patent number which was inadvertently recorded against this document, should be 6786233, not 6787233, previously recorded on Reel 024733 Frame 0085. Assignor(s) hereby confirms the Security Agreement Supplement.

**CONVEYING PARTY DATA**

Name	Execution Date
Schwing America, Inc.	07/14/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank AG, Stuttgart, as Security Trustee
<b>Street Address:</b>	Theodor-Heuss-Strasse 3
<b>City:</b>	Stuttgart
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	70174

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6786233

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

<b>NAME OF SUBMITTER:</b>	Jean Paterson
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**Total Attachments: 12**  
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**PATENT  
 REEL: 025084 FRAME: 0431**

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PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

07/23/2010  
 501242064

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement Supplement
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CONVEYING PARTY DATA

Name	Execution Date
Schwing America, Inc.	07/14/2010

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, Stuttgart, as Security Trustee
Street Address:	Theodor-Heuss-Strasse 3
City:	Stuttgart
State/Country:	GERMANY
Postal Code:	70174

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	5359516
Patent Number:	5557526
Patent Number:	6202013
Patent Number:	6787233
Patent Number:	6719009
Patent Number:	6698451
Patent Number:	6755212
Patent Number:	6351696
Patent Number:	6375432
Patent Number:	7114890
Patent Number:	6808025
Patent Number:	6938716
Patent Number:	6604765
Patent Number:	6719118
Patent Number:	7055613

CH \$840.00 5359516

Patent Number:	7398981
Patent Number:	7175189
Patent Number:	7128094
Patent Number:	7772243
Application Number:	11492403
Application Number:	12009059

## CORRESPONDENCE DATA

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Jean Paterson

## Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, SCHWING AMERICA, INC., a Minnesota corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and DEUTSCHE BANK AG, Stuttgart, Germany, as security trustee (in such capacity, the "Security Trustee" which expression shall include its successors, assigns and transferees), are parties to Security Pooling Agreement dated 23 April 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Pooling Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of July 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between the Grantor and the Security Trustee and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Trustee as Security Trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Trustee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent registration and application referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto;
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto); and
- (iv) all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Trustee's name, from time to time, in the Security Trustee's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to

carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Trustee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of July, 2010.

SCHWING AMERICA, INC.,  
AS GRANTOR

By:   
Name: Brian Naeffgen  
Title: - CEO

Acknowledged:

DEUTSCHE BANK AG, STUTTGART  
AS SECURITY TRUSTEE

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IP SECURITY AGREEMENT  
SUPPLEMENT (PATENTS)

PATENT  
REEL: 025084 FRAME: 0437

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereto duly authorized as of the 14<sup>th</sup> day of July, 2010.

SCHWING AMERICA, INC.,  
AS GRANTOR

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

DEUTSCHE BANK AG, STUTTGART  
AS SECURITY TRUSTEE

By:   
Name: \_\_\_\_\_  
Title: Heike Schmid

By:   
Name: \_\_\_\_\_  
Title: Wolfgang Fuchs

IP SECURITY AGREEMENT  
SUPPLEMENT (PATENTS)



**SCHEDULE 1**

**REGISTERED PATENTS AND DESIGN PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Date Granted</b>
LOAD MONITORING SYSTEM FOR BOOMS	5,359,516	10/25/94
LOAD MONITORING SYSTEM FOR BOOMS	5,557,526	09/17/06
ARTICULATED BOOM MONITORING SYSTEM	6,202,013	03/13/01
BOOM UTILIZING COMPOSITE MATERIAL CONSTRUCTION	6,786,233	09/07/04
COMPOSITE MATERIAL PIPING SYSTEM	6,719,009	04/13/04
CONVEYING PIPELINE MOUNTED INSIDE A BOOM	6,698,451	03/02/04
BOOM STIFFENING SYSTEM	6,755,212	06/29/04
AUTOMATIC LEVELING SYSTEM FOR ARTICULATED BOOM	6,351,696	02/26/02
PIPELINE AIR POCKET DETECTION SYSTEM	6,375,432	04/23/02
UNIVERSAL MAST SUPPORT FRAME AND METHOD FOR MOUNTING MASTS	7,114,690	10/03/06
FIRE-FIGHTING SYSTEM HAVING IMPROVED FLOW	6,808,025	10/26/04
CONCRETE MIXING TRUCK ANTI-ROLLOVER SYSTEM	6,938,716	09/06/05
REAR UNDER-RIDE PROTECTION DEVICE	6,604,765	08/12/03
FOLD-OVER CHUTE SAFETY DEVICE	6,719,118	04/13/04
SELF LEVELING SOOM SYSTEM WITH ROTATABLE WORKING ASSEMBLY	7,055,613	06/06/06
AUXILIARY AXLE SYSTEM FOR CONCRETE PUMP TRUCK	7,398,981	07/15/08
BOOSTER AXLE PIVOT MOUNT	7,175,189	03/13/07
BOOM UTILIZING COMPOSITE MATERIAL CONSTRUCTION	7,128,094	10/31/06
AUTOMATIC DRUM ROTATION CONTROL FOR CONCRETE TRANSIT MIXER TRUCK	7,772,243	05/25/10

**PATENT AND DESIGN PATENT APPLICATIONS**

Title	Serial No.	Filing Date
BOOM UTILIZING COMPOSITE MATERIAL CONSTRUCTION	11/492,403	07/24/06
ELASTOMER LINED, ABRASION RESISTANT PIPE AND METHOD FOR MANUFACTURE	12/009,059	01/16/08