

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2687095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIFTKING, INC., A MICHIGAN CORPORATION	12/20/2013
RECEIVING PARTY DATA	
Name:	COMERICA BANK, A TEXAS BANKING ASSOCIATION
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5833268
CORRESPONDENCE DATA	
Fax Number:	(313)496-8454
Phone:	3134967912
Email:	berger@millercanfield.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KIMBERLY A. BERGER
Address Line 1:	150 WEST JEFFERSON AVENUE
Address Line 2:	SUITE 2500
Address Line 4:	DETROIT, MICHIGAN 48226
ATTORNEY DOCKET NUMBER:	022751-08371
NAME OF SUBMITTER:	KIMBERLY A. BERGER
Signature:	/Kimberly A. Berger/
Date:	01/17/2014

PATENT

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN PATENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, LIFTKING, INC., a Michigan corporation ("Grantor"), grants to COMERICA BANK, as Agent for and on behalf of the US Lenders (as defined below) and on behalf of the Canadian Lenders (as defined below) (in such capacity, the "Agent") a security interest in and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Patent Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use) in and to all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, re-issues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on attached Schedule A; and
2. All Proceeds, products, rents and profits of or from any and all the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Patent Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Patent Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement dated as of August 19, 2013, as may be amended and/or supplemented from time to time ("Security Agreement") made by and among Grantor, Manitex International, Inc., a Michigan corporation, Manitex, Inc., a Texas corporation, Manitex Sabre, Inc., a Michigan corporation, Badger Equipment Company, a Minnesota corporation, Manitex Load King, Inc., a Michigan corporation (collectively, the "US Borrowers") and Manitex, LLC, a Delaware limited liability company and Agent in favor of Agent for the purposes of security as provided in the Security Agreement and pursuant to the terms of that certain Credit Agreement dated August 19, 2013 among US Borrowers, Manitex Liftking, ULC, an Alberta unlimited liability corporation, the other Credit Parties (as defined therein) a party thereto, and Comerica Bank, a Texas banking association, in its capacity as US Agent (as defined in the Credit Agreement), for and on behalf of the US Lenders (as defined in the Credit Agreement and referred to herein as the "US Lenders"), Comerica Bank, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada), in its capacity as the Canadian Agent (as defined in the Credit Agreement), for and on behalf of the Canadian Lenders (as defined in the Credit Agreement and referred to herein as the "Canadian Lenders"), and all the other Lenders (as defined therein) from time to time party thereto. Grantor and Agent acknowledge and affirm that the rights, privileges and remedies of Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[Signature Page Follows]

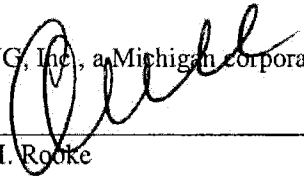
[Signature Page – Grant of Security Interest in Patents (Liftking, Inc.)]

Grantor has executed and delivered this Grant of Security Interest in Patents as of 12-20, 2013.

Principal Place of Business:

9725 Industrial Drive
Bridgeview, Illinois 60455

Grantor: LIFTKING, Inc., a Michigan corporation

By:  _____

Andrew M. Rooke

Its: President

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

App. No.	Patent No. or Publication No.	Title
08761497	5833268	COUNTER WEIGHT HOISTING MECHANISM

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