

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5445078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GROVE U.S. LLC	03/25/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	6634172
Patent Number:	7546928
Patent Number:	7967158
Patent Number:	8511489
Patent Number:	8827092
Patent Number:	8985353
Patent Number:	9278834
Patent Number:	6631817
Patent Number:	6390233
Patent Number:	6843383
Patent Number:	9103696
Application Number:	13712774
Application Number:	14665886
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>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.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP

PATENT

Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-30067
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NAME OF SUBMITTER:	DUSAN CLARK
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	03/28/2019
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into as of March 25, 2019, by and among **GROVE U.S. LLC** (the “Grantor”), and **JP MORGAN CHASE BANK, N.A.**, in its capacity as administrative and collateral agent for the “Secured Parties” (as defined in the Pledge and Security Agreement referred to below) (in such capacity the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain ABL Pledge and Security Agreement, entered into as of March 25, 2019, by and among the Grantor, The Manitowoc Company, Inc., the other Domestic Loan Parties party thereto, and the Administrative Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), the Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties (as defined in the Pledge and Security Agreement), a security interest in all of its right, title and interest in, to and under all of the Collateral of the Grantor, to secure the prompt and complete payment and performance of the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, the Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following Collateral of the Grantor, to secure the prompt and complete payment and performance of the Secured Obligations (collectively, the “Patent Collateral”):

- (a) all (i) patents and patent applications; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world, including the issuances and applications listed on Annex A attached hereto.

Notwithstanding anything herein to the contrary, Patent Collateral shall in no event include, and this Agreement shall in no event create a security interest in, any Excluded Assets of the Grantor.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent by the Grantor pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees

that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby by the Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern and control.

Section 4. Recordation. The Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.


Section 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GROVE U.S. L.L.C.,
as Grantor

By: 
Name: David J. Antoniuk
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Robert S. Sheppard
Name: Robert S. Sheppard
Title: Authorized Officer

ANNEX A

PATENT REGISTRATIONS/APPLICATIONS

Grantor	Country	Patent Title	(Application)/ Registration No.	(Application)/ Registration Date
Grove U.S. LLC	United States	THERMAL CONTRACTION CONTROL APPARATUS FOR HYDRAULIC CYLINDERS	6634172	10/21/2003
GROVE U.S. L.L.C.	United States	MOBILE LIFT CRANE WITH VARIABLE POSITION COUNTERWEIGHT	7546928	06/16/2009
GROVE U.S. L.L.C.	United States	MOBILE LIFT CRANE WITH VARIABLE POSITION COUNTERWEIGHT	7967158	06/28/2011
GROVE U.S. L.L.C.	United States	MOBILE LIFT CRANE WITH VARIABLE POSITION COUNTERWEIGHT	8511489	08/20/2013
GROVE U.S. L.L.C.	United States	MOBILE LIFT CRANE WITH VARIABLE POSITION COUNTERWEIGHT	8827092	09/09/2014
GROVE U.S. L.L.C.	United States	MOBILE LIFT CRANE WITH VARIABLE POSITION COUNTERWEIGHT	8985353	03/24/2015
GROVE U.S. L.L.C.	United States	LIFT CRANE WITH MOVEABLE COUNTERWEIGHT	9278834	03/08/2016
GROVE U.S. L.L.C.	United States	LIFT CRANE WITH MOVEABLE COUNTERWEIGHT	(13712774)	(12/12/2012)
GROVE U.S. L.L.C.	United States	MOBILE LIFT CRANE WITH VARIABLE POSITION COUNTERWEIGHT	(14665886)	(03/23/2015)
Grove U.S. LLC	United States	RE- CONFIGURABLE CRANE CARRIER	6631817	10/14/2003
Grove U.S. LLC	United States	METHOD FOR A LIFTING	6390233	05/21/2002

Grantor	Country	Patent Title	(Application)/ Registration No.	(Application)/ Registration Date
		APPARATUS WITH FLOATING LIFT CYLINDER ATTACHMENT		
Grove U.S. L.L.C.	United States	JIB LOAD LIMITING DEVICE	6843383	01/18/2005
HONEYWELL INTERNATIONAL INC. and GROVE US LLC	United States	EXTENDED RANGE POSITION SENSOR SYSTEM	9103696	08-11-2015