

RI 11-16-1998

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-Y 11/6/98

To the Honorable Commissioner of 100877918

attached original documents or copy thereof.

1. Name of conveying party(ies):
United States Trust Company of New York

2. Name and address of receiving party(ies)
Name: Koehring Cranes, Inc.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

Internal Address: c/o Terex Corporation
Street Address: 500 Post Rd. E.
City: Westport State: CT ZIP: 06880

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of security interest

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: March 6, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,118,088

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: 1

Name: Eric I Cohen, Esq.

Internal Address: c/o Terex Corporation

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

Street Address: 500 Post Rd. E., Suite 320

City: Westport State: CT ZIP: 06880

8. Deposit account number:

03-2090

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eric I Cohen V.P.
Name of Person Signing

Signature

11/3/98
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1812 FRAME: 0403

11/10/1997 WATKINS 00008216 116008
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FULL RELEASE AND TERMINATION AGREEMENT

Full Release and Termination Agreement (the "Release"), dated as of March 6, 1998, by United States Trust Company of New York, as collateral agent (the "Collateral Agent"), in favor of Terex Corporation, a Delaware corporation (the "Company") and certain of its Subsidiaries. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture, dated as of May 9, 1995, among the Company, certain Subsidiaries of the Company, as Guarantors, and United States Trust Company of New York, as Trustee (the "Trustee"), pursuant to which the 13-1/4% Senior Secured Notes due 2002, of the Company were issued (as amended, supplemented or otherwise modified to the date hereof, the "Indenture").

WHEREAS, pursuant to that certain Indenture, the Company issued the Notes to the Holders;

WHEREAS, to secure repayment of the obligations of the Company and certain of its Subsidiaries under the Indenture, the Notes and the documents executed in connection therewith, the Company and the Subsidiaries entered into the Security Documents, including, without limitation, all security agreements, mortgages and other security documents described or referenced in or contemplated by the Indenture (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Documents");

WHEREAS, the Company has delivered to the Trustee, pursuant to Section 3.3 of the Indenture, notices pursuant to which the Company will redeem all of the outstanding Notes on May 15, 2000 (the "Redemption Date") and irrevocably authorized and directed the Trustee to deliver such notices;

WHEREAS, the Company has irrevocably deposited in trust with the Trustee, money or U.S. Government Obligations sufficient to pay principal and interest and premium, if any, on the Notes to the Redemption Date and each installment of interest, if any, on the due dates thereof on the Notes, as the case may be, and to pay all other sums payable by it under the Indenture and the Notes (including the applicable redemption premium thereon) in order to terminate its obligations under the Indenture in accordance with the terms of Section 8.1 thereof; and

WHEREAS, the Collateral Agent has agreed to terminate the Collateral Documents and to release all rights and security interests granted pursuant thereto.

NOW, THEREFORE, in consideration of the foregoing and the terms of this Release:

(1) Release and Termination. The Collateral Agent hereby expressly relinquishes, releases and renders ineffective all of the rights, powers and interests of the

Collateral Agent derived from or arising under the Collateral Documents (including without limitation, the liens, security interests and mortgages granted thereunder), and the Collateral Agent hereby expressly declares all of the terms, provisions and covenants of the Collateral Documents to be terminated and no longer in effect and agrees that the Company and the Subsidiaries shall have no further obligations thereunder.

(2) Return of Collateral. The Collateral Agent hereby agrees to deliver to the Company and to each Subsidiary, as applicable, all instruments and certificates evidencing shares of capital stock, including, without limitation, all indorsements and stock powers delivered in connection therewith and all other Collateral in the possession of the Collateral Agent which has been delivered to the Collateral Agent for the benefit of itself, the Trustee and each Holder pursuant to the terms of the Collateral Documents, free and clear of any claim, charge, lien or security interest at the Effective Time (as defined below).

(3) Further Assurances. The Collateral Agent hereby agrees to take such other actions and effect such other documents, instruments or agreements as are reasonably required by the Company or the Subsidiaries, at the expense of the Company and the Subsidiaries, to carry out the intent of this Release, including, without limitation, the execution and filing of Uniform Commercial Code termination statements, releases in the real estate records with respect to the Mortgages, appropriate releases and assignments of any intellectual property security and appropriate releases and other documents, instruments or agreements required in jurisdictions outside of the United States.

(4) Severability. In case any provision of or obligation under this Release shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(5) Successors and Assigns; Effectiveness. This Release shall be binding upon the parties hereto and their successors and assigns, for the uses and purposes above set forth and referred to. This Release shall become effective immediately upon the occurrence of each of the following (the "Effective Time"): (a) execution by the Collateral Agent of this Release; and (b) receipt of immediately available funds in the amount of \$90,000 by the Trustee (or a trustee satisfactory to the Trustee) in accordance with Section 8.1 of the Indenture to be held in trust.

(6) Counterparts. This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same document.

(7) GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties have executed and delivered this Release as of the date first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: 

Name: John Guifano

Title: Vice President

Acknowledged by and on
behalf of itself and
the Subsidiaries:

TEREX CORPORATION

By: 

Name: Eric I Cohen

Title: Secretary



November 3, 1998

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: Koehring Cranes, Inc. (a subsidiary of Terex Corp.)
U.S. Trademark Reg. No. 1,118,088 - **MARKLIFT**
Recordal of (1) Merger; and (2) Release of Security Interest

Dear Sir:

Enclosed for recording against Trademark Registration 1,118,088 are the following:

1. Certificate of Ownership and Merger of Mark Lift Industries, Inc. into Terex Corporation, with cover sheet;
2. Release and Termination of security interest with United States Trust Company of New York, with cover sheet;
3. Check in the amount of \$80.00 (2 documents @ \$40.00 ea.). If any additional fees are due, please charge Deposit Account 03-2090. A duplicate copy of this sheet is enclosed.

The recordal of the enclosed documents is necessary to complete the chain of title to the registration. Kindly date stamp and return the enclosed postcard to the undersigned.

Very truly yours,

Sharon Michalewicz
Paralegal

/sm
Encs.