

04-21-2004

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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

4-21-04

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Joy Global Inc.

- Assignment
- General Partnership
- Corporation-(a Delaware corporation)
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Trademark Security Interest (pursuant to the Amended and Restated Security Agreement)
- Merger
- Change of Name

Execution Date: January 23, 2004

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as Agent

Internal Address: _____

Street Address: 60 Wall Street

City: New York State: NY Zip: 10005

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

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

A. Trademark Application No.(s) 76/475495

B. Trademark No.(s) 2720947; 2545032; and

2681038

Additional numbers attached? Yes No

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

Name: Gina Durham, Esq.

Internal Address: c/o O'Melveny & Myers LLP

Street Address: 400 South Hope Street, Room 1919

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 235.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.

Gina Durham
Name of Person Signing

Signature

April 20, 2004
Date

04/21/2004 DBYRNE

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Total number of pages including cover sheet, attachments, and documents: 60

01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
75.00 DP
120.00 CP

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

AMENDED AND RESTATED SECURITY AGREEMENT

This **AMENDED AND RESTATED SECURITY AGREEMENT** (this "**Agreement**") is dated as of January 23, 2004 and entered into by and among Joy Global Inc., a Delaware corporation ("**Company**"), each of **THE UNDERSIGNED SUBSIDIARIES** of Company (each of such undersigned Subsidiaries being a "**Subsidiary Grantor**" and collectively "**Subsidiary Grantors**") and each **ADDITIONAL GRANTOR** that may become a party hereto after the date hereof in accordance with Section 22 hereof (each of the Company, each Subsidiary Grantor, and each Additional Grantor being a "**Grantor**" and collectively the "**Grantors**") and DEUTSCHE BANK TRUST COMPANY AMERICAS ("**DBTCA**"), as agent for and representative of (in such capacity herein called "**Secured Party**") the financial institutions ("**Lenders**") party to the Second Amended and Restated Credit Agreement referred to below, any Interest Rate Exchangers (as hereinafter defined) and any Bank Product Providers (as hereinafter defined).

PRELIMINARY STATEMENTS

A. Pursuant to the Second Amended and Restated Credit Agreement dated as of January 23, 2004 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement), by and among Company, the financial institutions listed therein as Lenders, and DBTCA, as administrative agent (in such capacity, "**Agent**"), which Credit Agreement amends and restates in its entirety the Amended and Restated Credit Agreement dated as of June 25, 2002, by and among Company, the Lenders party thereto, and Agent, as amended to the date hereof (the "**Prior Credit Agreement**"), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company.

B. The obligations under the Prior Credit Agreement are secured pursuant to a Security Agreement dated as of June 29, 2001 (the "**Prior Security Agreement**") and each of the parties hereto desires to enter into this Agreement as an amendment and restatement of the Prior Security Agreement, to which they are a party.

C. Each of Company and each other Grantor hereby confirms that the security interests granted and perfected under the Prior Security Agreement will continue to secure their Obligations under the Credit Agreement and the other Loan Documents to which they are a party.

D. Each of Company and each other Grantor from time to time becoming a party to this Agreement desires to further secure their Obligations under the Credit Agreement and the other Loan Documents to which they are a party by entering into this Agreement and granting the security interests provided for herein.

E. Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate**

Security Agreement

Exchangers") in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Company under the Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof, together with all obligations of Company under the Credit Agreement and the other Loan Documents, be secured hereunder.

F. Company or its Domestic Subsidiaries may from time to time receive, or may from time to time have received, one or more services or facilities, other than Interest Rate Agreements, from Lenders (in such capacity, collectively, "**Bank Product Providers**") which other services and facilities, to the extent approved by Secured Party in writing, are permitted to be secured hereunder on the terms and conditions set forth herein (such other services or facilities being referred to herein as "**Bank Products**").

G. Subsidiary Grantors have executed and delivered that certain Amended and Restated Guaranty dated the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of Secured Party for the benefit of Lenders, any Interest Rate Exchangers and any Bank Product Providers, pursuant to which each Subsidiary Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and all obligations of Company under the Interest Rate Agreements and the Bank Products, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof.

H. It is a condition precedent to the continuation of credit by Lenders under the Credit Agreement that Grantors listed on the signature pages hereof shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Lenders to continue the extensions of credit under the Credit Agreement, to induce Interest Rate Exchangers to enter into the Interest Rate Agreements, and to induce Bank Product Providers to provide the Bank Products, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Secured Party as follows:

Section 1. Grant of Security.

Each Grantor hereby acknowledges and reaffirms the security interest granted by each such Grantor pursuant to the Prior Security Agreement, which Prior Security Agreement is being amended and restated in its entirety by this Agreement. Each Grantor hereby collaterally assigns to Secured Party, and hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether tangible or intangible, or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Collateral**"):

(a) all equipment in all of its forms, all parts thereof and all accessions thereto (any and all such equipment, parts and accessions being the "**Equipment**");

(b) all inventory in all of its forms, including but not limited to (i) all goods held by such Grantor for sale or lease or to be furnished under contracts of service or so leased or

furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in such Grantor's business, (iii) all goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind, and (iv) all goods which are returned to or repossessed by such Grantor and all accessions thereto and products thereof (collectively the **"Inventory"**) and all negotiable and non-negotiable documents of title (including without limitation warehouse receipts, dock receipts and bills of lading) issued by any Person covering any Inventory (any such negotiable document of title being a **"Negotiable Document of Title"**);

(c) all accounts, contract rights, chattel paper, documents, instruments (including those described on Schedule 1(c)), general intangibles and other rights and obligations of any kind owned by or owing to such Grantor and all rights in, to and under all security agreements, guaranties (including those described on Schedule 1(c)), leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, letter-of-credit rights or other rights and obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, general intangibles and other obligations being the **"Accounts"**, and any and all such security agreements, guaranties, leases and other contracts being the **"Related Contracts"**);

(d) all deposit accounts including the restricted deposit account established and maintained by Secured Party pursuant to Section 12 (the **"Collateral Account"**), together with (i) all amounts on deposit from time to time in such deposit accounts and (ii) all interest, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing (**"Deposit Accounts"**);

(e) the **"Securities Collateral"**, which term means:

(i) all shares of stock, partnership interests, interests in joint ventures, limited liability company interests and all other equity interests in a Person that is, or becomes, a Subsidiary of such Grantor, other than Harnischfeger ULC, including all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire, any of the foregoing now or hereafter owned by such Grantor, including those owned on the date hereof and described on Schedule 1(e)(i), and the certificates or other instruments representing any of the foregoing and any interest of such Grantor in the entries on the books of any securities intermediary pertaining thereto (the **"Pledged Shares"**), and all dividends, distributions, returns of capital, cash, warrants, option, rights, instruments, rights to vote or manage the business of such Person pursuant to organizational documents governing the rights and obligations of the stockholders, partners, members or other owners thereof and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares; provided, that if the issuer of any of such Pledged Shares is a controlled foreign corporation (used hereinafter as such term is defined in Section 957(a) or a successor provision of the Internal Revenue Code), the Pledged Shares shall not include any shares of stock of such issuer (the **"Excluded Shares"**) in excess of the number of shares of such issuer possessing up to but not

exceeding 66% of the voting power of all classes of capital stock entitled to vote of such issuer, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares;

(ii) all indebtedness from time to time owed to such Grantor by any obligor that is, or becomes, a Subsidiary of such Grantor, or by any obligor of which Grantor is a direct or indirect Subsidiary, including the indebtedness described on Schedule 1(e)(ii) and issued by the obligors named therein, and the instruments evidencing such indebtedness (the “**Pledged Debt**”), and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt; and

(iii) all other investment property of such Grantor (other than Excluded Shares);

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any shares of capital stock, partnership interests, membership interests or other ownership interests of Harnischfeger ULC.

(f) the “**Intellectual Property Collateral**”, which term means:

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule 1(f)(i), as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule 1(f)(i), as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); it being understood that the rights and interests included in the Intellectual Property Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to trademark applications and trademarks presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(ii) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests

in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule 1(f)(ii), as the same may be amended pursuant hereto from time to time), all rights corresponding thereto (including, without limitation, the right, exercisable only upon the occurrence and during the continuation of an Event of Default, to sue for past, present and future infringements in the name of such Grantor or in the name of Secured Party or Lenders), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the **"Patents"**); it being understood that the rights and interests included in the Intellectual Property Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(iii) all rights, title and interest (including rights acquired pursuant to a license or otherwise) under copyright in various published and unpublished works of authorship including, without limitation, computer programs, computer data bases, other computer software, layouts, trade dress, drawings, designs, writings, and formulas owned by such Grantor (including, without limitation, the works listed on Schedule 1(f)(iii), as the same may be amended pursuant hereto from time to time) (collectively, the **"Copyrights"**), all copyright registrations issued to such Grantor and applications for copyright registration that have been or may hereafter be issued or applied for thereon by such Grantor in the United States and any state thereof and in foreign countries (including, without limitation, the registrations listed on Schedule 1(f)(iii), as the same may be amended pursuant hereto from time to time) (collectively, the **"Copyright Registrations"**), all common law and other rights in and to the Copyrights in the United States and any state thereof and in foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing arrangements) (the **"Copyright Rights"**), including, without limitation, each of the Copyrights, rights, titles and interests in and to the Copyrights, all derivative works and other works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of such Grantor), authored (as a work for hire for the benefit of such Grantor), or acquired by such Grantor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right to renew and extend such Copyright Registrations and Copyright Rights and to register works protectable by copyright and the right to sue for past, present and future infringements of the Copyrights and Copyright Rights;

(g) all information used or useful or arising from the business including all goodwill, trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas, and all other proprietary information;

(h) the agreements listed in Schedule 1(h), as each such agreement may be amended, restated, supplemented or otherwise modified from time to time (said agreements, as so amended, restated, supplemented or otherwise modified, being referred to herein individually as an **"Assigned Agreement"** and collectively as the **"Assigned Agreements"**), including, without limitation, (i) all rights of such Grantor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of such Grantor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(i) to the extent not included in any other paragraph of this Section 1, all general intangibles, including without limitation tax refunds, payment intangibles, other rights to payment or performance, choses in action, software and judgments taken on any rights or claims included in the Collateral;

(j) all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

(k) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(l) all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term **"proceeds"** includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in (i) any of such Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code, as it exists on the date of the Agreement or as it may hereafter be amended, in the State of New York (the **"UCC"**) or any other applicable law

(including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, or (ii) any real property leasehold, unless a Grantor has executed a leasehold mortgage or leasehold deed of trust covering such real property leasehold.

In the event that any asset of a Grantor is excluded from the Collateral by virtue of the foregoing paragraph, such Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such asset pursuant hereto as promptly as practicable.

Each item of Collateral listed in this Section 1 that is defined in Articles 8 or 9 of the UCC shall have the meaning set forth in the UCC, it being the intention of the Grantors that the description of the Collateral set forth above be construed to include the broadest possible range of assets, except for assets expressly excluded as set forth above.

Section 2. Security for Obligations.

This Agreement secures, and the Collateral collaterally assigned by each Grantor is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including without limitation the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), of all Secured Obligations of such Grantor. "Secured Obligations" means:

(a) with respect to Company, all obligations and liabilities of every nature of Company now or hereafter existing under or arising out of or in connection with the Credit Agreement and the other Loan Documents, any Interest Rate Agreement, and any Bank Products approved in writing by Agent, and

(b) with respect to each Subsidiary Grantor and Additional Grantor, all obligations and liabilities of every nature of such Grantors now or hereafter existing under or arising out of or in connection with the Guaranty;

in each case together with all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Company or any other Grantor, would accrue on such obligations, whether or not a claim is allowed against Company or such Grantor for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Interest Rate Agreements or Bank Products, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party or any Lender, Interest Rate Exchanger or Bank Product Provider as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement.

Section 3. Grantors Remain Liable.

Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any contracts, licenses, and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties.

Each Grantor represents and warrants as follows:

(a) **Ownership of Collateral.** Except as expressly permitted by the Credit Agreement and for the security interest created by this Agreement, such Grantor owns the Collateral owned by such Grantor free and clear of any Lien. Except as expressly permitted by the Credit Agreement and such as may have been filed in favor of Secured Party relating to this Agreement, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office.

(b) **Locations of Equipment and Inventory.** All of the Equipment and Inventory is, as of the date hereof, or in the case of an Additional Grantor, the date of the applicable counterpart entered into pursuant to Section 22 (each, a "Counterpart") located at the places specified in Schedule 4(b), except for Inventory which, in the ordinary course of business, is in transit either (i) from a supplier to a Grantor, (ii) between the locations specified in Schedule 4(b), or (iii) to customers of a Grantor.

(c) **Negotiable Documents of Title.** No Negotiable Documents of Title are outstanding with respect to any of the Inventory other than with respect to goods in transit to jurisdictions other than Approved Jurisdictions.

(d) **Office Locations, Type and Jurisdiction of Organization.** The chief place of business, the chief executive office and the office where such Grantor keeps its records regarding the Accounts and all originals of all chattel paper that evidence Accounts are, as of the date hereof, and, except as set forth on Schedule 4(d), have been for the four month period preceding the date hereof, or, in the case of an Additional Grantor, the date of the applicable Counterpart, located at the locations set forth on Schedule 4(d), and the type (i.e. corporation, limited partnership, etc.), jurisdiction of organization and organization number (provided by the relevant Government Authority of the jurisdiction of organization) are as listed on Schedule 4(d);

(e) **Names.** No Grantor (or predecessor by merger or otherwise of such Grantor) has, within the four month period preceding the date hereof, or, in the case of an Additional Grantor, the date of the applicable Counterpart, had a different name from the name

of such Grantor listed or the signature pages hereof, except the names listed in Schedule 4(e) annexed hereto.

(f) **Delivery of Certain Collateral.** As of the Effective Date, all certificates or instruments (excluding checks) evidencing, comprising or representing the Pledged Debt and the Pledged Shares have been delivered to Secured Party duly endorsed or accompanied by duly executed instruments of transfer or assignment in blank. As and when required pursuant to Section 5 hereof, all certificates or instruments (excluding checks) evidencing, comprising or representing applicable items of Collateral have been delivered to Secured Party duly endorsed or accompanied by duly executed instruments of transfer or assignment in blank.

(g) **Securities Collateral.** (i) All of the Pledged Shares described on Schedule 1(e)(i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) all of the Pledged Debt described on Schedule 1(e)(ii) have been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default; (iii) except as set forth on Schedule 1(e)(i), the Pledged Shares constitute all of the issued and outstanding shares of stock or other equity interests of each issuer thereof (subject to the proviso to Section 1(e)(i) with respect to shares of a foreign controlled corporation), and there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Shares; (iv) the Pledged Debt constitutes all of the issued and outstanding intercompany indebtedness evidenced by a promissory note of the respective issuers thereof owing to such Grantor; (v) Schedule 1(e)(i) sets forth all of the Pledged Shares owned by each Grantor on the date hereof; and (vi) Schedule 1(e)(ii) sets forth all of the Pledged Debt in existence on the date hereof.

(h) **Intellectual Property Collateral.**

(i) a true and complete list of all Trademark Registrations and Trademark applications owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, is set forth in Schedule 1(f)(i);

(ii) a true and complete list of all Patents owned, held (whether pursuant to a license or otherwise) or used by such Grantor, in whole or in part, is set forth in Schedule 1(f)(ii);

(iii) a true and complete list of all Copyright Registrations and applications for Copyright Registrations held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, is set forth in Schedule 1(f)(iii);

(iv) after reasonable inquiry, such Grantor is not aware of any pending or threatened claim by any third party that any of the Intellectual Property Collateral owned, held or used by such Grantor is invalid or unenforceable other than any such claim that, in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; and

(v) except as expressly permitted by the Credit Agreement and for the security interest created by this Agreement, no effective security interest or other Lien covering

all or any part of the Intellectual Property Collateral is on file in the United States Patent and Trademark Office or the United States Copyright Office.

(i) **Perfection.** The security interests in the Collateral granted to Secured Party for the ratable benefit of the Lenders and Interest Rate Exchangers, and for the benefit of the Bank Product Providers as provided herein, hereunder constitute valid security interests in the Collateral, securing the payment of the Secured Obligations. Except with respect to deposit accounts and other types of collateral for which perfection may not be achieved by filing in accordance with the UCC upon (i) the filing of UCC financing statements naming each Grantor as “debtor”, naming Secured Party as “secured party” and describing the Collateral in the filing offices with respect to such Grantor set forth on Schedule 4(i), (ii) in the case of the Securities Collateral consisting of certificated securities or evidenced by instruments, delivery of the certificates representing such certificated securities and delivery of such instruments to Secured Party, in each case duly endorsed or accompanied by duly executed instruments of assignment or transfer in blank, (iii) in the case of the Intellectual Property Collateral, in addition to the filing of such UCC financing statements, the filing of a Grant of Trademark Security Interest, substantially in the form of Exhibit I, and a Grant of Patent Security Interest, substantially in the form of Exhibit II, with the United States Patent and Trademark Office and the filing of a Grant of Copyright Security Interest, substantially in the form of Exhibit III, with the United States Copyright Office (each such Grant of Trademark Security Interest, Grant of Patent Security Interest and Grant of Copyright Security Interest being referred to herein as a “Grant”), and (iv) in the case of Equipment that is covered by a certificate of title, the filing with the registrar of motor vehicles or other appropriate authority in the applicable jurisdiction of an application requesting the notation of the security interest created hereunder on such certificate of title, the security interests in the Collateral granted to Secured Party for the ratable benefit of the Lenders and Interest Rate Exchangers and for the benefit of the Bank Product Providers as provided herein will constitute perfected security interests and First Priority Liens, and all filings and other actions necessary or desirable to perfect and protect such security interest shall have been duly made or taken.

Section 5. Further Assurances.

(a) **Generally.** Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or reasonably desirable, or that Secured Party may request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) at the request of Secured Party, mark conspicuously each item of chattel paper included in the Accounts, each Related Contract and, at the request of Secured Party, each of its records pertaining to the Collateral, with a legend, in form and substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby, (ii) at the request of Secured Party, deliver and pledge to Secured Party hereunder all promissory notes and other instruments (including checks) and all original counterparts of chattel paper constituting Collateral, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Secured Party, (iii) (A) execute and file such financing or continuation statements, or amendments thereto, (B) execute and deliver or

cause to be executed and delivered, such agreements establishing that Secured Party has control of specified items of Collateral, (C) execute and file such assignments of security interests created pursuant to the Related Contracts and (D) deliver such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iv) furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail, (v) promptly after the acquisition by such Grantor of any item of Equipment that is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, (vi) within 30 days after the end of each calendar quarter, deliver to Secured Party copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby, (vii) at any reasonable time, upon request by Secured Party, exhibit the Collateral to and allow inspection of the Collateral by Secured Party, or persons designated by Secured Party, (viii) at Secured Party's request, appear in and defend any action or proceeding that may affect such Grantor's title to or Secured Party's security interest in all or any part of the Collateral, and (ix) use commercially reasonable efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to Secured Party with respect to any Collateral. Each Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(b) **Securities Collateral.** Without limiting the generality of the foregoing Section 5(a), each Grantor agrees that it will, upon obtaining any additional shares of stock or other securities required to be pledged hereunder, promptly (and in any event within five Business Days) deliver to Secured Party a Pledge Supplement, duly executed by such Grantor, in substantially the form of Exhibit IV (a "**Pledge Supplement**"), in respect of the additional Pledged Shares or Pledged Debt to be pledged pursuant to this Agreement. Upon each delivery of a Pledge Supplement to Secured Party, the representations and warranties contained in clauses (i)-(iv) of Section 4(g) hereof shall be deemed to have been made by such Grantor as to the Securities Collateral described in such Pledge Supplement as of the date thereof. Each Grantor hereby authorizes Secured Party to attach each Pledge Supplement to this Agreement and agrees that all Pledged Shares or Pledged Debt of such Grantor listed on any Pledge Supplement shall for all purposes hereunder be considered Collateral of such Grantor; provided, the failure of any Grantor to execute a Pledge Supplement with respect to any additional Pledged Shares or Pledged Debt pledged pursuant to this Agreement shall not impair the security interest of Secured Party therein or otherwise adversely affect the rights and remedies of Secured Party hereunder with respect thereto.

(c) **Intellectual Property Collateral.** Without limiting the generality of the foregoing Section 5(a), if any Grantor shall hereafter obtain rights to any new Intellectual Property Collateral or become entitled to the benefit of (i) any patent application or patent or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement of any Patent or (ii) any Copyright Registration, application for Copyright Registration or renewals or extension of any registered Copyright, then in any such case, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall promptly notify Secured Party in writing of any of the foregoing rights acquired by such Grantor after the date hereof and of (i) any Trademark Registrations issued or application for a Trademark Registration or application for a Patent made, and (ii) any Copyright Registrations issued or applications for Copyright Registration made, in any such case, after the date hereof. Promptly after the filing of an application for any (1) Trademark Registration; (2) Patent; and (3) Copyright Registration, each Grantor shall execute and deliver to Secured Party and record in all places where a Grant is recorded an IP Supplement, substantially in the form of Exhibit V (an “**IP Supplement**”), pursuant to which such Grantor shall grant to Secured Party a security interest to the extent of its interest in such Intellectual Property Collateral; provided, if, in the reasonable judgment of such Grantor, after due inquiry, granting such interest would result in the grant of a Trademark Registration or Copyright Registration in the name of Secured Party, such Grantor shall give written notice to Secured Party as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the applicable Trademark Registration or Copyright Registration, as the case may be. Upon delivery to Secured Party of an IP Supplement, Schedules 1(f)(i), 1(f)(ii), and 1(f)(iii) hereto and Schedule A to each Grant, as applicable, shall be deemed modified to include reference to any right, title or interest in any existing Intellectual Property Collateral or any Intellectual Property Collateral included on Schedule A to such IP Supplement. Each Grantor hereby authorizes Secured Party to modify this Agreement without the signature or consent of any Grantor by attaching Schedules 1(f)(i), 1(f)(ii), and 1(f)(iii), as applicable, that have been modified to include such Intellectual Property Collateral or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which any Grantor no longer has or claims any right, title or interest; provided, the failure of any Grantor to execute an IP Supplement with respect to any additional Intellectual Property Collateral pledged pursuant to this Agreement shall not impair the security interest of Secured Party therein or otherwise adversely affect the rights and remedies of Secured Party hereunder with respect thereto.

Section 6. Certain Covenants of Grantors.

Each Grantor shall:

- (a) except as expressly permitted by the Credit Agreement, not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;
- (b) notify Secured Party of any change in such Grantor’s name, identity or corporate structure within 15 days of such change;
- (c) give Secured Party 30 days’ prior written notice of any change in such Grantor’s chief place of business, chief executive office or residence or the office where such

Grantor keeps its records regarding the Accounts and all originals of all chattel paper that evidence Accounts or a reincorporation, reorganization or other action that results in a change of the jurisdiction of organization of such Grantor;

(d) if Secured Party gives value to enable such Grantor to acquire rights in or the use of any Collateral, use such value for such purposes; and

(e) except as expressly permitted by the Credit Agreement, pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, services, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against such Grantor or any of the Collateral as a result of the failure to make such payment.

Section 7. Special Covenants With Respect to Equipment and Inventory.

Each Grantor shall:

(a) keep the Equipment and Inventory owned by such Grantor at the places therefor specified on Schedule 4(b) or, upon 30 days' prior written notice to Secured Party, at such other places in jurisdictions where all action that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby (it being understood that any action required to be taken to perfect a security interest shall be a reasonable request), or to enable Secured Party to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory shall have been taken;

(b) other than with respect to Equipment that is immaterial to the operation of the business of Borrower and its Subsidiaries, cause the Equipment owned by such Grantor to be maintained and preserved in the same condition, repair and working order as when acquired, ordinary wear and tear excepted, and in accordance with such Grantor's past practices, and shall forthwith make or cause to be made all repairs, replacements and other improvements in connection therewith that are necessary or desirable to such end. Each Grantor shall promptly furnish to Secured Party a statement respecting any material loss or damage to any of the Equipment owned by such Grantor other than with respect to Equipment that is immaterial to the operation of the business of Borrower and its Subsidiaries;

(c) keep correct and accurate records of Inventory owned by such Grantor, itemizing and describing the kind, type and quantity of such Inventory, such Grantor's cost therefor and (where applicable) the current list prices for such Inventory;

(d) if any Inventory is in possession or control of any of such Grantor's agents or processors, if the aggregate book value of all such Inventory exceeds \$1,000,000, upon the reasonable request of the Secured Party if an Event of Default (as defined in Section 16(a) has occurred and is continuing), instruct such agent or processor to hold all such Inventory for the account of Secured Party and subject to the instructions of Secured Party;

(e) promptly upon the issuance and delivery to such Grantor of any Negotiable Document of Title (other than with respect to goods in transit to a jurisdiction other than an Approved Jurisdiction), deliver such Negotiable Document of Title to Secured Party; and

(f) each Grantor shall, at its own expense, maintain insurance with respect to the Equipment and Inventory in accordance with the terms of the Credit Agreement.

Section 8. Special Covenants with respect to Accounts and Related Contracts.

(a) Each Grantor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Accounts and Related Contracts, and all originals of all chattel paper that evidence Accounts, at the locations therefor set forth on Schedule 4(d), or upon 30 days' prior written notice to Secured Party, at such other location in a jurisdiction where all action that may be necessary or desirable, or that Secured Party may request, in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable Secured Party to exercise and enforce its rights and remedies hereunder, with respect to such Accounts and Related Contracts shall have been taken. Each Grantor will hold and preserve such records and chattel paper and will permit representatives of Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper, and each Grantor agrees to render to Secured Party, at Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Promptly upon the request of Secured Party, each Grantor shall deliver to Secured Party complete and correct copies of each Related Contract and each assignment in favor of Secured Party of a security interest created pursuant to a Related Contract.

(b) Each Grantor shall, for not less than three (3) years from the date on which each Account of such Grantor arose, maintain (i) complete records of such Account, including records of all payments received, credits granted and merchandise returned, and (ii) all documentation relating thereto.

(c) Except as otherwise provided in this subsection (c), each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor under the Accounts and Related Contracts. In connection with such collections, each Grantor may take (and, upon the occurrence and during the continuance of an Event of Default at Secured Party's direction, shall take) such action as such Grantor or Secured Party may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts; provided, however, that Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default or a Potential Event of Default and upon written notice to such Grantor of its intention to do so, to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to Secured Party, to notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Secured Party and, upon such notification and at the expense of Grantors, to enforce collection of any

such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice from Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Accounts and the Related Contracts shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 18, and (ii) such Grantor shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

(d) Each Grantor shall maintain perfection of the security interests granted pursuant to the security agreements included within the Related Contracts. Without the written consent of Secured Party, no Grantor shall terminate or release security interests granted to it pursuant to such security agreements or terminate or release any guaranties included within the Related Contracts or waive any default under or breach of any Related Contract. No Related Contract shall be amended or modified nor shall any consent, waiver or approval be given thereunder by any Grantor without the written consent of Secured Party, except pursuant to the provisions of Section 5 hereof in order to protect and perfect the security interests granted hereby or to enable Secured Party to exercise remedies in connection therewith.

Section 9. Special Covenants With Respect to the Securities Collateral.

(a) **Delivery.** Each Grantor agrees that all certificates or instruments representing or evidencing the Securities Collateral shall be delivered to and held by or on behalf of Secured Party pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by such Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. Secured Party shall have the right at any time to exchange certificates or instruments representing or evidencing Securities Collateral for certificates or instruments of smaller or larger denominations.

(b) **Covenants.** Each Grantor shall (i) not, except as expressly permitted by the Credit Agreement, permit any issuer of Pledged Shares to merge or consolidate unless all of the outstanding capital stock or other equity interests of the surviving or resulting Person is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding shares of any other constituent corporation; provided, if the surviving or resulting Person upon any such merger or consolidation involving an issuer of Pledged Shares which is a controlled foreign corporation is a controlled foreign corporation, then such Grantor shall only be required to pledge outstanding capital stock of such surviving or resulting Person possessing up to but not exceeding 66% of the voting power of all classes of capital stock of such issuer entitled to vote; (ii) cause each issuer of Pledged Shares not to issue any stock, other equity interests or other securities in addition to or in substitution for the Pledged Shares issued by such issuer, except to such Grantor; (iii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock, other equity interests or other securities of each issuer of Pledged Shares; (iv) pledge

hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all shares of stock or other equity interests of any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of such Grantor; provided, notwithstanding anything contained in this clause (iv) to the contrary, such Grantor shall only be required to pledge the outstanding capital stock of a controlled foreign corporation possessing up to but not exceeding 66% of the voting power of all classes of capital stock of such controlled foreign corporation entitled to vote; (v) pledge hereunder, immediately upon their issuance, any and all instruments or other evidences of additional indebtedness from time to time owed to such Grantor by any obligor on the Pledged Debt; (vi) pledge hereunder, immediately upon their issuance, any and all instruments or other evidences of indebtedness from time to time owed to such Grantor by any Person that after the date of this Agreement becomes, as a result of any occurrence, a direct or indirect Subsidiary of such Grantor; (vii) promptly notify Secured Party of any event of which such Grantor becomes aware causing material loss or depreciation in the value of the Securities Collateral; (viii) promptly deliver to Secured Party all written notices received by it with respect to the Securities Collateral; and (ix), at the request of Secured Party, promptly execute and deliver to Secured Party an agreement providing for the control, as that term is defined in the UCC, by Secured Party of all securities entitlements and securities accounts of such Grantor.

(c) **Voting and Distributions.** So long as no Event of Default shall have occurred and be continuing, (i) each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if Secured Party shall have notified such Grantor that, in Secured Party's judgment, such action would have a material adverse effect on the value of the Securities Collateral or any part thereof; and provided further, such Grantor shall give Secured Party at least five Business Days' prior written notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right (it being understood, however, that neither (A) the voting by such Grantor of any Pledged Shares for or such Grantor's consent to the election of directors or other members of a governing body of an issuer of Pledged Shares at a regularly scheduled annual or other meeting of stockholders or holders of equity interests or with respect to incidental matters at any such meeting, nor (B) such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section, and no notice of any such voting or consent need be given to Secured Party); (ii) each Grantor shall be entitled to receive and retain, and to utilize free and clear of the lien of this Agreement, any and all dividends, other distributions and interest paid in respect of the Securities Collateral; provided, any and all (A) dividends, distributions and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Securities Collateral, (B) dividends and other distributions paid or payable in cash in respect of any Securities Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (C) cash paid, payable or otherwise distributed in respect of principal or in redemption of or in exchange for any Securities Collateral, shall be, and shall forthwith be delivered to Secured Party to hold as, Securities Collateral and shall, if received by such Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property or funds of such Grantor and be forthwith delivered to Secured Party as Securities Collateral in the same form as so received (with all

necessary endorsements); and (iii) Secured Party shall promptly execute and deliver (or cause to be executed and delivered) to such Grantor all such proxies, dividend payment orders and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, distributions, principal or interest payments which it is authorized to receive and retain pursuant to clause (ii) above.

Upon the occurrence and during the continuation of an Event of Default, (x) upon written notice from Secured Party to any Grantor, all rights of such Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to exercise such voting and other consensual rights; (y) all rights of such Grantor to receive the dividends, other distributions and interest payments which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to receive and hold as Securities Collateral such dividends, other distributions and interest payments; and (z) all dividends, principal, interest payments and other distributions which are received by such Grantor contrary to the provisions of clause (ii) of the immediately preceding paragraph or clause (y) above shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of such Grantor and shall forthwith be paid over to Secured Party as Securities Collateral in the same form as so received (with any necessary endorsements).

In order to permit Secured Party to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder, (I) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Secured Party all such proxies, dividend payment orders and other instruments as Secured Party may from time to time reasonably request, and (II) without limiting the effect of clause (I) above, each Grantor hereby grants to Secured Party an irrevocable proxy to vote the Pledged Shares and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Shares would be entitled (including giving or withholding written consents of shareholders or other holders of equity interests, calling special meetings of shareholders or other holders of equity interests and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Shares on the record books of the issuer thereof) by any other Person (including the issuer of the Pledged Shares or any officer or agent thereof), upon the occurrence and during the continuation of an Event of Default and which proxy shall only terminate upon the payment in full of the Secured Obligations (other than contingent indemnification obligations).

Section 10. Special Covenants With Respect to the Intellectual Property

Collateral.

(a) Each Grantor shall:

(i) diligently keep reasonable records respecting the Intellectual Property Collateral and at all times keep at least one complete set of its records concerning such Collateral at its chief executive office or principal place of business;

(ii) use best efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or could reasonably be expected to in any way impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property Collateral acquired under such contracts;

(iii) take any and all reasonable steps to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property Collateral, including, without limitation, where appropriate entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(iv) use proper statutory notice in connection with its use of any of the Intellectual Property Collateral that is not immaterial;

(v) use a commercially appropriate standard of quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks; and

(vi) furnish to Secured Party from time to time at Secured Party's reasonable request statements and schedules further identifying and describing any Intellectual Property Collateral and such other reports in connection with such Collateral, all in reasonable detail.

(b) Except as otherwise provided in this Section 10, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof. In connection with such collections, each Grantor may take (and, after the occurrence and during the continuance of any Event of Default at Secured Party's reasonable direction, shall take) such action as such Grantor or Secured Party may deem reasonably necessary or advisable to enforce collection of such amounts; provided, Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of the notice from Secured Party referred to in the proviso to the preceding sentence and during the continuation of any Event of Default, (i) all amounts and proceeds (including checks and other instruments) received by each Grantor in respect of amounts due to such Grantor in respect of the Intellectual Property Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 18, and (ii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(c) Each Grantor shall have the duty diligently, through counsel reasonably acceptable to Secured Party, to prosecute, file and/or make, unless and until such Grantor, in its commercially reasonable judgment, decides otherwise, (i) any application relating to any of the Intellectual Property Collateral owned, held or used by such Grantor and identified on Schedules 1(f)(i), 1(f)(ii) or 1(f)(iii), as applicable, that is pending as of the date of this Agreement, (ii) any Copyright Registration on any existing or future unregistered but copyrightable works (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration), (iii) application on any future patentable but unpatented innovation or invention comprising Intellectual Property Collateral, and (iv) any Trademark opposition and cancellation proceedings, renew Trademark Registrations and Copyright Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Intellectual Property Collateral. Any expenses incurred in connection therewith shall be borne solely by Grantors. Subject to the foregoing, each Grantor shall give Secured Party prior written notice of any abandonment of any Intellectual Property Collateral or any pending patent application or any Patent, in each case to the extent not immaterial.

(d) Except as provided herein, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution, misappropriation or other damage, or reexamination or reissue proceedings as are necessary to protect the Intellectual Property Collateral. Secured Party shall provide, at such Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Each Grantor shall promptly, following its becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office, the United States Copyright Office or any federal, state, local or foreign court) or regarding such Grantor's ownership, right to use, or interest in any Intellectual Property Collateral. Each Grantor shall provide to Secured Party any information with respect thereto reasonably requested by Secured Party.

(e) In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant hereto, each Grantor, effective upon the occurrence and during the continuation of an Event of Default, hereby assigns, transfers and conveys to Secured Party the nonexclusive right and license to use all trademarks, tradenames, copyrights, patents or technical processes (including, without limitation, the Intellectual Property Collateral) owned or used by such Grantor that relate to the Collateral and any other collateral granted by such Grantor as security for the Secured Obligations, together with any goodwill associated therewith, all to the extent necessary to enable Secured Party to realize on the Collateral in accordance with this Agreement and to enable any transferee or assignee of the Collateral to enjoy the benefits of the Collateral. This right shall inure to the benefit of all successors, assigns and transferees of Secured Party and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license shall be granted free of charge, without requirement that any monetary payment whatsoever be made to such Grantor. In addition, each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit such Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are

utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Intellectual Property Collateral (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable advance written notice to such Grantor and at reasonable dates and times and as often as may be reasonably requested. If and to the extent that any Grantor is permitted to license the Intellectual Property Collateral, Secured Party shall promptly enter into a non-disturbance agreement or other similar arrangement, at such Grantor's request and expense, with such Grantor and any licensee of any Intellectual Property Collateral permitted hereunder in form and substance reasonably satisfactory to Secured Party pursuant to which (i) Secured Party shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder, and (ii) such licensee shall acknowledge and agree that the Intellectual Property Collateral licensed to it is subject to the security interest created in favor of Secured Party and the other terms of this Agreement.

Section 11. Special Provisions With Respect to the Assigned Agreements.

(a) Each Grantor shall at its expense:

(i) if consistent with sound business practices, perform and observe all terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms, and take all such action to such end as may be from time to time requested by Secured Party; and

(ii) upon the reasonable request of Secured Party, furnish to Secured Party, promptly upon receipt thereof, copies of all notices, requests and other documents received by such Grantor under or pursuant to the Assigned Agreements, and from time to time (A) furnish to Secured Party such information and reports regarding the Assigned Agreements as Secured Party may reasonably request and (B) upon request of Secured Party make to the parties to such Assigned Agreements such demands and requests for information and reports or for action as such Grantor is entitled to make under the Assigned Agreements.

(b) Upon the occurrence and during the continuance of an Event of Default, no Grantor shall:

(i) cancel or terminate any of the Assigned Agreements or consent to or accept any cancellation or termination thereof;

(ii) amend or otherwise modify the Assigned Agreements or give any consent, waiver or approval thereunder;

(iii) waive any default under or breach of the Assigned Agreements;

(iv) consent to or permit or accept any prepayment of amounts to become due under or in connection with the Assigned Agreements, except as expressly provided therein; or

(v) take any other action in connection with the Assigned Agreements that could reasonably be expected to materially impair the value of the interest or rights of such Grantor thereunder or that could reasonably be expected to materially impair the interest or rights of Secured Party.

Section 12. Collateral Account.

Secured Party is hereby authorized to establish and maintain at its office at 31 West 52nd Street, New York, New York 08854 or such other office as Secured Party may so designate as a blocked account in the name of such Company as Secured Party may so designate and under the sole dominion and control of Secured Party, a restricted deposit account designated as "Joy Global Inc. Collateral Account". All amounts at any time held in the Collateral Account shall be beneficially owned by Grantors but shall be held in the name of Secured Party hereunder, for the benefit of Lenders, as collateral security for the Secured Obligations upon the terms and conditions set forth herein. Grantors shall have no right to withdraw, transfer or, except as expressly set forth herein, otherwise receive any funds deposited into the Collateral Account. Anything contained herein to the contrary notwithstanding, the Collateral Account shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other appropriate banking or governmental authority, as may now or hereafter be in effect. All deposits of funds in the Collateral Account shall be made by wire transfer (or, if applicable, by intra-bank transfer from another account of a Grantor) of immediately available funds, in each case addressed in accordance with instructions of Secured Party. Each Grantor shall, promptly after initiating a transfer of funds to the Collateral Account, give notice to Secured Party by telefacsimile of the date, amount and method of delivery of such deposit. Cash held by Secured Party in the Collateral Account shall not be invested by Secured Party but instead shall be maintained as a cash deposit in the Collateral Account pending application thereof as elsewhere provided in this Agreement. To the extent permitted under Regulation Q of the Board of Governors of the Federal Reserve System, any cash held in the Collateral Account shall bear interest at the standard rate paid by Secured Party to its customers for deposits of like amounts and terms. Subject to Secured Party's rights hereunder, any interest earned on deposits of cash in the Collateral Account shall be deposited directly in, and held in the Collateral Account.

Section 13. Secured Party Appointed Attorney-in-Fact.

Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) upon the occurrence and during the continuance of an Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to Secured Party pursuant to Section 7;

(b) upon the occurrence and during the continuance of an Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of an Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clauses (a) and (b) above;

(d) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of such Grantor to Secured Party, due and payable immediately without demand;

(f) upon the occurrence and during the continuance of an Event of Default, to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; and

(g) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Grantors' expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Section 14. Secured Party May Perform.

If any Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Grantors under Section 19(b).

Section 15. Standard of Care.

The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

Section 16. Remedies.

(a) **Generally.** If any Event of Default (as defined in the Credit Agreement) or the occurrence of an Early Termination Date (as defined in a Master Agreement in the form prepared by the International Swap and Derivatives Association, Inc. or a similar event under any similar swap agreement) under any Interest Rate Agreement (either such occurrence being an “**Event of Default**” for purposes of this Agreement) or any default with respect to a Bank Product shall have occurred and be continuing, Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Secured Party deems appropriate, (iv) take possession of any Grantor’s premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of such Grantor’s equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party’s offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable, (vi) exercise dominion and control over and refuse to permit further withdrawals from any Deposit Account maintained with Secured Party or any Lender constituting a part of the Collateral and (vii) without notice to any Grantor, transfer to or to register in the name of Secured Party or any of its nominees any or all of the Securities Collateral. Secured Party or any Lender, Interest Rate Exchanger or Bank Product Provider may be the purchaser of any or all of the Collateral at any such sale and Secured Party, as agent for and representative of Lenders, Interest Rate Exchangers and Bank Product Providers (but not any Lender, Interest Rate Exchanger or Bank Product Provider in its individual capacity unless, as to Lenders and Interest Rate Exchangers, Requisite Obligees (as defined in Section 21(a)) shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days’ notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was

so adjourned. Each Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be jointly and severally liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Secured Party, that Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and each Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities.

(b) **Securities Collateral.** Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Secured Party may be compelled, with respect to any sale of all or any part of the Securities Collateral conducted without prior registration or qualification of such Securities Collateral under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances and the registration rights granted to Secured Party by such Grantor pursuant hereto, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Secured Party determines to exercise its right to sell any or all of the Securities Collateral, upon written request, each Grantor shall and shall cause each issuer of any Pledged Shares to be sold hereunder from time to time to furnish to Secured Party all such information as Secured Party may request in order to determine the number of shares and other instruments included in the Securities Collateral which may be sold by Secured Party in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(c) **Collateral Account.** If an Event of Default has occurred and is continuing and, in accordance with Section 8 of the Credit Agreement, Company is required to pay to Secured Party an amount (the "**Aggregate Available Amount**") equal to the maximum amount that may at any time be drawn under all Letters of Credit then outstanding under the Credit Agreement, Company shall deliver funds in such an amount for deposit in the Collateral Account. If for any reason the aggregate amount delivered by Company for deposit in the Collateral Account as aforesaid is less than the Aggregate Available Amount, the aggregate amount so delivered by Company shall be apportioned among all outstanding Letters of Credit

for purposes of this Section in accordance with the ratio of the maximum amount available for drawing under each such Letter of Credit (as to such Letter of Credit, the “**Maximum Available Amount**”) to the Aggregate Available Amount. Upon any drawing under any outstanding Letter of Credit in respect of which Company has deposited in the Collateral Account any amounts described above, Secured Party shall apply such amounts to reimburse the Issuing Lender for the amount of such drawing. In the event of cancellation or expiration of any Letter of Credit in respect of which Company has deposited in the Collateral Account any amounts described above, or in the event of any reduction in the Maximum Available Amount under such Letter of Credit, Secured Party shall apply the amount then on deposit in the Collateral Account in respect of such Letter of Credit (less, in the case of such a reduction, the Maximum Available Amount under such Letter of Credit immediately after such reduction) first, to the payment of any amounts payable to Secured Party pursuant to Section 18 hereof, second, to the extent of any excess, to the cash collateralization pursuant to the terms of this Agreement of any outstanding Letters of Credit in respect of which Company has failed to pay all or a portion of the amounts described above (such cash collateralization to be apportioned among all such Letters of Credit in the manner described above), third, to the extent of any further excess, to the payment of any other outstanding Secured Obligations in such order as Secured Party shall elect, and fourth, to the extent of any further excess, to the payment to whomsoever shall be lawfully entitled to receive such funds.

Section 17. Additional Remedies for Intellectual Property Collateral.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Secured Party shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Secured Party or otherwise, to enforce any Intellectual Property Collateral, in which event each Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in subsections 10.2 and 10.3 of the Credit Agreement and Section 19 hereof, as applicable, in connection with the exercise of its rights under this Section, and, to the extent that Secured Party shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others and for that purpose agrees to use its commercially reasonable judgement in maintaining any action, suit or proceeding against any Person so infringing reasonably necessary to prevent such infringement; (ii) upon written demand from Secured Party, each Grantor shall execute and deliver to Secured Party an assignment or assignments of the Intellectual Property Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; (iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party (or any Lender) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property Collateral; and (iv) within five Business Days after written notice from Secured Party, each Grantor shall make available to Secured Party, to the extent within such Grantor’s power and authority, such personnel in such Grantor’s employ on the date of such Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by

such Grantor under or in connection with the Trademarks, Trademark Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party's behalf and to be compensated by Secured Party at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Secured Party of any rights, title and interests in and to the Intellectual Property Collateral shall have been previously made, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, Secured Party shall promptly execute and deliver to such Grantor such assignments as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party; provided, after giving effect to such reassignment, Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party and Permitted Encumbrances and other Liens expressly permitted under the Credit Agreement.

Section 18. Application of Proceeds.

Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in the following order of priority:

FIRST: To the payment of all costs and expenses of such sale, collection or other realization, all other expenses, liabilities and advances made or incurred by Secured Party in connection therewith, and all amounts for which Secured Party is entitled to compensation, reimbursement and indemnification hereunder and all advances made by Secured Party hereunder for the account of Grantors, and to the payment of all costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder;

SECOND: To the payment of all other Secured Obligations other than Bank Products (for the ratable benefit of the holders thereof) and, as to obligations arising under the Credit Agreement, as provided in the Credit Agreement;

THIRD: To the payment of Bank Products constituting Secured Obligations hereunder; and

FOURTH: To the payment to or upon the order of the applicable Grantor, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

Section 19. Indemnity and Expenses.

(a) Grantors jointly and severally agree to indemnify Secured Party, each Lender, each Interest Rate Exchanger and each Bank Product Provider from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result from Secured Party's or such Lender's or Interest Rate Exchanger's or Bank Product Provider's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantors jointly and severally agree to pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

(c) The obligations of Grantors in this Section 19 shall (i) survive the termination of this Agreement and the discharge of Grantors' other obligations under this Agreement, the Interest Rate Agreements, the Bank Products, the Credit Agreement and the other Loan Documents and (ii), as to any Grantor that is a party to a Guaranty, be subject to the provisions of Section 1(b) thereof.

Section 20. Continuing Security Interest; Transfer of Loans; Termination and Release.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Secured Obligations (other than contingent indemnification obligations), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, (ii) be binding upon Grantors and their respective successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), (A) but subject to the provisions of subsection 10.1 of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise, (B) any Interest Rate Exchanger may assign or otherwise transfer any Interest Rate Agreement to which it is a party to any other Person in accordance with the terms of such Interest Rate Agreement, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Interest Rate Exchangers herein or otherwise, and (C) any Bank Product Provider may assign or otherwise transfer any Bank Product to which it is a party to any Lender in accordance with the terms of such Bank Product, and such Lender shall thereupon become vested with all the benefits in respect thereof granted to Bank Product Providers herein or otherwise.

(b) Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantors. Upon any such termination Secured Party will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination. In addition, upon the proposed sale, transfer or other disposition of any Collateral by a Grantor in accordance with the Credit Agreement for which such Grantor desires to obtain a security interest release from Secured Party or such release is granted pursuant to the terms of the Credit Agreement, such Grantor shall deliver an Officer's Certificate (x) stating that the Collateral subject to such disposition is being sold, transferred or otherwise disposed of in compliance with the terms of the Credit Agreement and (y) specifying the Collateral being sold, transferred or otherwise disposed of in the proposed transaction. Upon the receipt of such Officer's Certificate, Secured Party shall, at such Grantor's expense, so long as Secured Party has no reason to believe that the Officer's Certificate delivered by such Grantor with respect to such sale is not true and correct, execute and deliver such releases of its security interest in such Collateral which is to be so sold, transferred or disposed of, as may be reasonably requested by such Grantor.

Section 21. Secured Party as Agent.

(a) Secured Party has been appointed to act as Secured Party hereunder by Lenders and, by their acceptance of the benefits hereof, Interest Rate Exchangers and Bank Product Providers. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including without limitation the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided that Secured Party shall exercise, or refrain from exercising, any remedies provided for in Section 16 in accordance with the instructions of (i) Requisite Lenders or (ii) after payment in full of all Obligations under the Credit Agreement and the other Loan Documents, the cancellation or expiration of all Letters of Credit and the termination of the Commitments, (A) the holders of a majority of the aggregate notional amount under all Interest Rate Agreements (including Interest Rate Agreements that have been terminated) or (B) if all Interest Rate Agreements have been terminated in accordance with their terms, the aggregate amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Interest Rate Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "**Requisite Obligees**"). Each Bank Product Provider, by its acceptance of the benefits hereof, acknowledges and agrees that such Bank Product Provider shall have no right to vote, consent, direct or instruct Secured Party to take any action or refrain from taking any action with respect to any matter pursuant to this Agreement or the Credit Agreement. In furtherance of the foregoing provisions of this Section 21(a), each Interest Rate Exchanger and each Bank Product Provider, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Interest Rate Exchanger and Bank Product Provider that all rights and remedies hereunder, including for enforcement hereof, may be exercised solely by Secured Party for the benefit of Lenders, Interest Rate Exchangers and Bank Product Providers in accordance with the terms of this Section 21(a).

(b) Secured Party shall at all times be the same Person that is Agent under the Credit Agreement. Written notice of resignation by Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute notice of resignation as Secured Party under this Agreement; and appointment of a successor Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Agent under subsection 9.5 of the Credit Agreement by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Secured Party under this Agreement, and the retiring Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

(c) Secured Party shall not be deemed to have any duty whatsoever with respect to any Interest Rate Exchanger or any Bank Product Provider until it shall have received written notice in form and substance satisfactory to Secured Party from a Grantor or the Interest Rate Exchanger or Bank Product Provider as to the existence and terms of the applicable Interest Rate Agreement or Bank Product.

Section 22. Additional Grantors.

The initial Subsidiary Grantors hereunder shall be such of the Subsidiaries of Company as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Subsidiaries of Company may become parties hereto as additional Grantors (each an "**Additional Grantor**"), by executing a Counterpart substantially in the form of Exhibit VI annexed hereto. Upon delivery of any such Counterpart to Secured Party, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Administrative Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

Section 23. Amendments; Etc.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party and, in the case of any

such amendment or modification, by Grantors; provided this Agreement may be modified by the execution of a Counterpart by an Additional Grantor in accordance with Section 22 and Grantors hereby waive any requirement of notice of or consent to any such amendment. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 24. Notices.

Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to Secured Party shall not be effective until received. For the purposes hereof, the address of each party hereto shall be as provided in subsection 10.8 of the Credit Agreement or as set forth under such party's name on the signature pages hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

Section 25. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 26. Severability.

In case any provision in or obligation under this Agreement 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.

Section 27. Headings.

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Section 28. Governing Law; Terms; Rules of Construction.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC

PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined. The rules of construction set forth in subsection 1.3 of the Credit Agreement shall be applicable to this Agreement *mutatis mutandis*.

Section 29. Consent to Jurisdiction and Service of Process.

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 24; (IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; (V) AGREES THAT SECURED PARTY RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION; AND (VI) AGREES THAT THE PROVISIONS OF THIS SECTION 29 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1402 OR OTHERWISE.

Section 30. Waiver of Jury Trial.

GRANTORS AND SECURED PARTY HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Grantor and Secured Party acknowledge that this waiver is a material inducement for Grantors and Secured Party to enter into a business relationship, that Grantors and Secured Party have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each Grantor and Secured Party further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS

IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 30 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 31. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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 instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Section 32. Lenders, Interest Rate Exchangers, Bank Product Providers and Secured Party shall have no obligation to disclose or discuss with any Grantor their assessment, or such Grantor's assessment, of the financial condition of Company. Each Grantor has adequate means to obtain information from Company on a continuing basis concerning the financial condition of Company and its ability to perform its obligations under the Loan Documents, Interest Rate Agreements and Bank Products, and such Grantor assumes the responsibility for being and keeping informed of the financial condition of Company and of all circumstances bearing upon the risk of nonpayment of the Secured Obligations. Each Grantor hereby waives and relinquishes any duty on the part of Secured Party or any Lender, Interest Rate Exchanger or Bank Product Provider to disclose any matter, fact or thing relating to the business, operations or condition of Company now known or hereafter known by Secured Party or any Lender, Interest Rate Exchanger or Bank Product Provider.

Section 33. Australian Stamp Duty.

The maximum amount secured under this Agreement by property located in the Commonwealth of Australia and recoverable against such property under this Agreement is \$43,000,000 (the "**Secured Amount**"), or such other amount as may be designated by Secured Party in accordance with the following sentence (the "**Adjusted Secured Amount**"). If at any time Secured Party has reason to believe that the value of the Australian Mortgaged Property, as such term is defined below, exceeds the Secured Amount, or if previously adjusted, the last Adjusted Secured Amount, Secured Party may by notice to the mortgagors of the Australian Mortgaged Property increase the Secured Amount, or if previously adjusted, the last Adjusted Secured Amount, to an amount which is the result of the following formula:

Vn,

where:

V is the aggregate of:

- (i) the Australian Joy Subsidiary Borrowing Base from time to time, as determined in accordance with the Credit Agreement; and
- (ii) the principal amount outstanding for the time being under the Australian P&H Intercompany Note; and

n is 1.2.

The amount in the preceding sentence shall be increased from the date of the notice to the amount specified in the notice.

Company agrees to pay any Taxes, including any stamp duty, with respect to the Secured Amount and any Adjusted Secured Amount.

"Australian Mortgaged Property" means: (a) the shares in Joy Manufacturing Company Australia Pty Limited and Harnischfeger of Australia Pty Limited and other rights derived from or referable to those shares which are mortgaged to the Secured Party; and (b) such of the Collateral as is located in Australia.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantors and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

JOY GLOBAL INC.

By: Donald C. Roof
Name: DONALD C. ROOF
Title: CFO

**HARNISCHFEGER TECHNOLOGIES, INC.
HCHC UK HOLDINGS, INC.
HCHC, INC.
JOY MM DELAWARE, INC.
JTI UK HOLDINGS, INC.
DOBSON PARK INDUSTRIES, INC.
HIHC, INC.**

By: _____
John P. Garniewski, Jr.
President

**AMERICAN ALLOY CORPORATION
BENEFIT, INC.
HARNISCHFEGER CORPORATION
JOY TECHNOLOGIES INC.
THE HORSBURGH & SCOTT CO.
HARNISCHFEGER WORLD SERVICES
CORPORATION
SOUTH SHORE CORPORATION
SOUTH SHORE DEVELOPMENT, LLC**


By: Eric B. Fonstad
Eric B. Fonstad
Its: Authorized Signatory

IN WITNESS WHEREOF, Grantors and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

JOY GLOBAL INC.

By: _____
Name: _____
Title: _____

**HARNISCHFEGER TECHNOLOGIES, INC.
HCHC UK HOLDINGS, INC.
HCHC, INC.
JOY MM DELAWARE, INC.
JTI UK HOLDINGS, INC.
DOBSON PARK INDUSTRIES, INC.
HIHC, INC.**

By:  _____
John P. Garniewski, Jr.
President

**AMERICAN ALLOY CORPORATION
BENEFIT, INC.
HARNISCHFEGER CORPORATION
JOY TECHNOLOGIES INC.
THE HORSBURGH & SCOTT CO.
HARNISCHFEGER WORLD SERVICES
CORPORATION
SOUTH SHORE CORPORATION
SOUTH SHORE DEVELOPMENT, LLC**

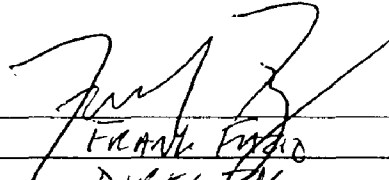
By: _____
Eric B. Fonstad
Its: Authorized Signatory

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Secured Party**

By: _____

Name: _____

Title: _____


Frank Fazio
DIRECTOR

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
Japan	Magnetorque	Machinery & tools & parts thereof & all kinds of driving belts, nosed & packings not belonging to any other class	494196	700295/97	24-Oct-97	15-Jan-57
Canada	Magnetorque	Cranes and excavators; and parts thereof, namely - electric motors and brakes and controls therefor.	45643			1-May-53
South Africa	Magnetorque	Cl.7 - In respect of cranes; excavators; machinery; machines & machine tools; motors; electric motors including brakes & braking systems; gears; parts of & accessories for all the foregoing included in this class. Cl.9 - In respect of brakes & start	69/5502&3			18-Nov-69
Canada	Miracle Hitch	(1) Control mechanism for heavy excavating equipment, namely; draft and lifting connections for dragline buckets.	138661			
USA	Optima	Parts for earth moving equipment, namely buckets for surface mining draglines	1923310	74-569653	6-Sep-94	3-Oct-95
Taiwan	P&H	Excavators, pile drivers, draglines, backhoes, shovels, engines for agricultural and industrial machines and tools	355967			1-Feb-87
Costa Rica	P&H	Electric mining and loading shovels	51873			21-Mar-77
France	P&H and Design		1461285	921041		18-Apr-88
New Zealand	P&H	Power shovels, truck cranes, & excavators	78614			18-May-65
Sweden	P&H	Cl.7-Power driven cranes, mounted on band or rubber wheel provided vehicles; other cranes, viz. tower cranes, lifting cranes, pile driving cranes, gantry cranes & stacker cranes along with crane foundations; excavators, viz. electrically or mechanical	173458			5-Sep-80
Puerto Rico	P&H	Power cranes & excavators mounted on crawlers & rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining & loading shovels, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric motors	23873			6-Aug-81
China	P&H	Machines for geological prospecting, mining & metallurgical & petroleum industries & machines for heavy industry not included in other classes; component parts & spare parts thereof	158613			15-Jun-82

TRADEMARK

REEL: 002831 FRAME: 0928

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
BOLIVIA	P&H	Cl.7 - Mining, shovels, overhead cranes, hoists, trolleys Cl.9 - Buckets, draglines, rotary blasthole drills	65123			17-Dec-97
Iran Ecuador	P&H P&H	Mining shovels, overhead cranes, hoists, trolleys, buckets, draglines, rotary blasthole drills	39206 3275-93			17-Apr-73 30-Nov-93
Taiwan	P&H and Design	power cranes, tower cranes, overhead travelling cranes, stacker cranes, gantry cranes, hoists, electric motors	704052	84-000240	5-Jan-95	16-Jan-96
Morocco Australia	P&H P&H (stylized)	Elevating loaders, power shovels, roadmaking machinery, truck cranes, excavators.	21325 163847			4-Jun-69 28-Nov-60
Canada	P&H Minepro Services	Maintenance and repair services in respect of surface mining equipment.	TMA500058	839551	17-Mar-97	4-Sep-98
Canada	P & H and Design	Power cranes and excavators mounted on crawlers and rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining and loading shovels, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric mo	240215	428560	15-Aug-78	29-Feb-80
Canada	P & H	Electric travelling cranes, electric hoists, gantry cranes, hand travelling cranes, chain-block trolleys, grab-bucket hoists, and monorail systems, grab-bucket cranes, single-line grab-buckets, lumber hoists and monorail systems, lumber cranes, portal	20872	186429	19-Mar-45	19-Mar-45
USA	P&H Minepro Services	Maintenance & repair services in the field of surface mining equipment	2129108	75/257077	14-Mar-97	13-Jan-98
USA USA	Electrotorque plus P&H and Design	Electrical control for surface mining shovels Cl.7-Power cranes & excavators mounted on crawler & rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining & loading shovels, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric moto	2083703 1058988	75/128581 73-071704	28-Jun-96 15-Dec-75	29-Jul-97 15-Feb-77
USA USA	MAGNETORQUE Stylized Letters P & H and Design	Electric motors including brakes & starting, stopping, reversing, & speed controls therefor Electrical motors, electrical brakes, electrical limit switches, electrical drum controls, electrical dial controls, full magnetic electrical controls, electrical resistors, variable speed push button electrical controls, protective electrical panels	594141 409963	71/470661	26-May-44	24-Aug-54 31-Oct-44

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
France	Magnetorque	Electrical motors including brakes & starting, stopping, reversing & speed controls therefore	1486044	1486044		1-Sep-78
Chile	Magnetorque	Electric motors, diesel engines, cranes, hoists, power shovels, excavators, buckets, pile drivers, tampers, chain block trolleys, road making machinery, loading machinery and work tables.	536786	339374/436837		23-Feb-89
Australia	Magnetorque		163852		28-Nov-60	
Australia	Magnetorque	Starting equipment for electric motors, braking equipment for electric motors and control apparatus of all kinds for electric motors.	163853			28-Nov-60
Australia	Magnetorque	Cranes, hoists, power shovels, excavators, monorail systems, road making machinery and loading machinery, diesel engines and electric motors for use in any of the foregoing, all being mobile.	B163854			28-Nov-60
Vietnam	P&H	Cl.7-Cranes, excavators, machinery, machines & machine tools, motors, electric motors, including brakes & starting, stopping, reversing & speed controls therefore, brakes & braking systems, gears, parts of & accessories for all the foregoing includ	16513	16073	19-Nov-93	22-Apr-95
Peru	P&H	Machines, equipment & industrial devices in general; transportation, storage, hoisting & towing equipment; motors in general, except those electrically driven.	38294			19-Aug-97
Peru	P&H		39040			11-Sep-97
Peru	P&H		38836		28-Apr-93	5-Sep-97
Brazil	P&H		2523515		31-May-56	31-May-81
Brazil	P&H	Parts, components & accessories for machines, vehicles, implements, transportation means & devices.	7504659		31-May-61	31-May-81
Argentina	P&H	Power shovels, truck & crawler cranes, excavators, earth moving machinery, overhead travelling cranes, overhead hoist, gantry cranes, hoist, stacker cranes, trenching machinery, electric mining shovels, hydraulic backhoes; electrical motors, electric	1388755			28-Feb-92
Argentina	P&H		1388756	1725508		28-Feb-92
Argentina	P&H		1437465	1756126		30-Apr-93
France	P&H		1486045	951423		31-Aug-88

TRADEMARK

REEL: 002831 FRAME: 0930

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
Philippines	P&H	Truck cranes of both the hydraulic & friction type, friction type crawler cranes, overhead cranes, electric mining shovels, hevi lift hoist, chain hoists, motorized trolleys & hand chain hoist	21528			12-Mar-74
Mexico	P&H	Overhead cranes & accessories; hoists; power cranes & shovels & attachments; diesel engines & equipment therefor	252897			18-Mar-80
Columbia	P&H		32910			24-Nov-53
Columbia	P&H	Cl.6-Ray & semi manufactured metals & its alloys & practically everything that is made of metal such as rails, chains, cables, pipes, strong boxes, steel balls, screws & nails, etc.	32911			24-Nov-53
Chile	P&H	Cl.8-manual tools & instruments, cutlery & small weapons	536787	441977		24-Apr-89
Italy	P&H	Cl.11-Insta	687829		4-Dec-87	2-Jan-88
Costa Rica	P&H	Power cranes & excavators mounted on crawlers, tower cranes, pile drivers, draglines, backhoes, excavators, overhead traveling cranes, stacker cranes, electric motors, brakes & controls, gantry cranes, hoists	51987	8736676		25-Apr-77
Costa Rica	P&H	Rubber tired vehicles, automated material handling systems	52265			31-May-77
Spain	P&H	Cable cranes, truck-mounted type & track type; hydraulic cranes truck & track type; track & truck cable excavating machines; tower cranes; track & truck dredger cables; track & truck pile driving; track & truck cable retro-excavating machines; hydra	593163			28-Nov-73
Spain	P&H	Control electrical apparatus	593164			9-Jul-69
Spain	P&H	Brakes for Earth vehicles, excepting bicycle brakes	593165			9-Jul-69
Japan	P & H and Design	Machinery, tools, and instruments and parts thereof not belonging to any other class	602814			25-Dec-62
Germany	P&H	Hydraulic cranes & excavators mounted on crawlers & rubber tired vehicles, tower cranes, pile drivers, draglines, power shovels, surface diggers, electric working shovels & tractor shovels for mining purposes, overhead traveling cranes, stacker crane	623816			29-Sep-56

TRADEMARK

REEL: 002831 FRAME: 0931

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
Venezuela	P&H	Electrical motors, electrical brakes, electrical limit switches, electrical drum controls, electrical dial controls, full magnetic electrical controls, electrical resistors, variable speed push button electrical controls, protective electrical panel	66978			16-Nov-71
Venezuela	P&H	Hand traveling cranes; traveling cranes; hoists; gantry cranes; chain-block trolleys; grab-bucket hoists & mono-rail systems; grab-bucket cranes; single-line grab buckets; lumber hoists & mono-rail systems; lumber cranes; portal jib cranes; tie-hand	66980			16-Nov-71
Germany	P&H Quality & Service Since 1884	Electric traveling cranes, electric hoists, gantry cranes, hand traveling cranes, chain-block trolleys, grab-bucket hoists & monorail systems, grab-bucket cranes, single-line crab buckets, lumber hoists & monorail systems, lumber cranes, portal jib	838034			11-Oct-67
Germany	P&H	Electrical motors, electrical brakes, electrical limit switches, electrical drum controls, electrical dial controls, full magnetic electrical controls, electrical resistors, variable speed push button electrical controls, protective electrical panels	838035			22-Aug-66
Turkey	P&H	Power cranes & excavators mounted on crawlers & rubber tired vehicles; tower cranes; pile drivers; draglines; backhoes; electric mining & loading shovels; excavators; overhead traveling cranes; stacker cranes; gantry cranes; hoists; automated materia	91680	56000		19-Apr-76
South Africa	P&H and Design	Cable type truck and crawler cranes, hydraulic truck and crawler cranes, cable type truck and crawler excavators, crawler draglines, truck and crawler pile drivers, cable type truck and crawler backhoes, hydraulic backhoes, electric mining excavator	93/2434			29-Mar-93
South Africa	P&H and Design	Electric brakes, electrical limit switches, electrical drum controls, electrical dial controls, full magnetic electrical controls, electrical resistors, variable speed push button electrical controls, trical relays; brakes and other controls for ele	93/2435			29-Mar-93

TRADEMARK

REEL: 002831 FRAME: 0932

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
South Africa	P&H and Design	Vehicles and other apparatus for locomotion by land, all incorporating or having mounted thereon cranes and/or excavators and/or drills and/or other material handling and/or earthmoving equipment, machines and machinery; parts of, accessories, compo	93/2436			29-Mar-93
Italy	P&H (Oval)	Automated material handling systems, electric motors, electric brakes, electric controls	460030	RM94C/001800		23-Jan-67
Korea	P&H and Design	Power cranes (mounted on crawlers & rubber tired vehicles), power excavators (mounted on crawlers & rubber tired vehicles) & electric brakes	114015			26-Jun-85
Korea	P&H and Design	Machines, equipment & industrial devices in general; road vehicles & implements; transportation, storage, hoisting & towing equipment	114017			26-Jun-85
Brazil	P&H and Design	Cl.7-Cranes & excavators mounted on crawlers & rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining & loading shovels, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric motors & brakes, aut	7117973		29-Mar-77	25-Apr-90
Chile	P&H and Design	Cl.7-Power cranes & excavators mounted on crawlers & rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining & loading shovels, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric motors & brakes, aut	535654	340081/432328		23-Feb-89
Benelux	P & H and Design	rubber tired vehicles, tower cranes, pile drivers, draglines, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric mot	376305		5-Jul-81	3-Apr-82
Greece	P&H and Design	Electric motors, electrical brakes, electrical limit switches, (measure gauge balancing signal-, measuring-, and control instruments) metallic welding electrodes, electric generators, electric welding generators, electric welding transformers, engine	62333			23-Nov-78
Germany	P & H and Design	Hydraulic cranes & excavators mounted on crawlers & rubber tired vehicles, tower cranes, pile drivers, draglines, power shovels, surface diggers, electric working shovels & tractor shovels for mining purposes, overhead traveling cranes, stacker crane	707160			26-Sep-56
Venezuela	P&H and Design		95987			9-Oct-80
Germany	P&H and Design		964290			3-Jun-76

TRADEMARK

REEL: 002831 FRAME: 0933

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
Australia	P&H and Design	Mobile cranes, crawler cranes, electric mining shovels, and parts thereof	367178			22-Oct-81
Australia	P&H Minepro Services	Maintenance and repair services in the field of surface mining equipment	730356	730356	18-Mar-97	18-Mar-97
Singapore	P&H and Design	Power cranes and excavators mounted on crawlers and rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining and loading shovels, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric m	T94/03605Z	3605/94		6-May-94
Malaysia	P&H and Design	Power cranes and excavators mounted on crawlers and rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining and loading shovels, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric m		MA/6897/94	4-Aug-94	
Indonesia	P&H and Design	Power cranes and excavators mounted on crawlers and rubber tired vehicles, tower cranes, pile drivers, draglines, backhoes, electric mining and loading shovels, excavators, overhead traveling cranes, stacker cranes, gantry cranes, hoists, electric m	342211	H4.HC-01-01-12478	12-Jul-94	25-Aug-95
Hong Kong	P&H and Design	Cranes and overhead cranes, hydraulic mining excavators and shovels, parts and fittings for the aforesaid goods; all included in Class 7.		94/05084	10-May-94	
South Africa	P&H and Design	Construction and repair.	93/2437			29-Mar-93
Chile	P&H Minepro Services	Maintenance and repair services in the field of surface mining equipment	502194	379723		21-Jan-97
Peru	P&H Minepro Services	Maintenance and repair services in the field of surface mining equipment	11661			18-Aug-97
South Africa	P&H Minepro Services	Maintenance and repair services in the field of surface mining equipment	96/16073	96/16073 & 96/1607		11-Nov-96
Argentina	P&H Minepro	Maintenance and repair services in the field of surface mining equipment	1876709	2128566	29-Jan-98	
Peru	Magnetorque	machines and machine tools; engines; coupling and transmission components and all other goods of the class	38292			19-Aug-97
Peru	Magnetorque	scientific, nautical, surveying, electric, weighing, measuring, signalling, checking (supervision) instruments and appartatus and all other goods of the class	38290			19-Aug-97
Peru	Magnetorque	vehicle.; apparatus for locomotion by land, air or water and all other goods of the class	38260			18-Aug-97

TRADEMARK

REEL: 002831 FRAME: 0934

SCHEDULE1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
Peru Mexico	P&H and Design Harnischfeger	Comercialization services of all kind of machines, machine tools, heavy machinery, cranes, electric and electronic apparatus, including comercialization services of parts and fittings for all the aforesaid goods; hand tools	38482 557990	303822	7-Aug-97	21-Aug-97 29-Aug-97
Columbia	P&H Minepro	Maintenance and repair services in the field of surface mining equipment	215525	98039936	14-Jul-98	15-Jan-99
USA	P&H Snubrite	Snubber for the pivoting door of a dipper on an excavating shovel	2401239	75/485422	14-May-97	7-Nov-00
USA	Max	Equipment inspection services, namely, machine audits in the nature of determining remaining service life of mining machinery, and mining machinery equipment inspections	2242872	75/490430	26-May-98	4-May-99
USA	12T	Remote monitoring system comprising sensors, programmable logic controllers and processors, network computer hardware, modems and communication software, and computers, including processors, displays and software, all for surface mining equipment	2488138	75553278	15-Sep-98	11-Sep-01
Peru	P&H & Design	Cranes, elevators, lift trucks, mining shovels, drillers, excavators, drag ropes & mining machinery, coupling machines & transmission belts, mud collector machine & its mud evacuation valves (dredges)	132	172863	4-Dec-92	28-Apr-93
Peru	P&H & Design	Wagons, carts, pulleys, streetcars & dredges (ships)	126	172862	4-Dec-92	28-Apr-93
Peru USA Brazil	P&H & Design SURE WRENCH PH Minepro Services	Mining tools & instruments Hydraulic breakout wrench for blasthole drills Cl.37.42-Repair, conservation & assembly services of industrial machines & equipment & agricultural implements. Cl.37.44-Repair, maintenance & assembly services of machines & electrical, electronic & scientific apparatus.	125 2495308 819581682	172861 75/601097 819581682	4-Dec-92 7-Dec-98	28-Apr-93 9-Oct-01 10-Aug-99
USA	GRADIAL TUB and Design	Parts for earth moving equipment, namely support tubs for mining draglines	2333149	75/727174	26-Apr-99	21-Mar-00
USA	BIGGER FASTER SMARTER	Machinery and components therefore used in below ground and above ground mining, namely mining shovels and continuous miners		76093482	12-Jul-00	

SCHEDULE1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
USA	P&H TOUGHRIDER	Passenger seats used in above ground mining machinery, namely, mining shovels	2681038	76409460	17-May-02	28-Jan-03
USA	AA PYRAMID PARTS AMERICAN ALLOY CORP. and Design	Replacement parts for power-operated shovels, rotary drills, crawler cranes, & draglines, namely idlers, tumblers, brake wheels, clutches, gears, rollers, sprockets, chains, shafts, pins, axles, pinions, pinion shafts, bushings, washers, track links	2720947	76/403689	3-May-02	3-Jun-03
China	P&H Minepro	Maintenance and repair services in the field of surface mining equipment	3150258	3150258	17-Apr-02	
India	P&H Minepro Services	Maintenance & repair services in the field of surface mining equipment	1182631	1182631		
India	P&H (stylized)	Excavators mounted on crawlers, pile drivers, draglines, electric mining and loading shovels, excavators, electric motors and brakes (cl. 7)	1182632	1182632	12-Mar-03	
USA	P&H Industrial	Welding and motor repair services for power plants and other industrial customers				
USA	P&H Universal	Draglines, dragline masts and bucket rigging, and parts therefore				
India	P&H (stylized)	Electric controls for machinery (cl. 9)	956391	1182631	12-Mar-03	
United Kingdom	D.P.I. Symbol	Hydraulic mine roof supports & components thereof, & computer controls & microprocessors sold as part of a roof support system for use in underground mines	1488120	73-620509	17-Sep-86	17-May-88
USA	Electroflex					
United Kingdom	Goliath		564073			
United Kingdom	Gullick	Installation, maintenance & repair of mining apparatus & instruments & of parts & fittings thereof, all included in cl.37	1290841			
United Kingdom	Gullick	Pipe couplings & parts thereof & hose fittings, all being goods of ordinary metal not included in other classes	564628			
France	Gullick	Couplings & unions for pipes & hoses of ordinary metal; hydraulic props; hydraulic support apparatus in mines comprising hydraulic rams for advancement; hydraulic rams; hydraulic bursting apparatus; spray valves being parts of mining machinery; parts	1603101	89917		
United Kingdom	Gullick dobson	Installation, maintenance & repair of mining apparatus & instruments & of parts & fittings thereof, all included in cl.37	1290842			

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Australia	Hydrafuse	Hydraulic valves, pressure control valves, hydraulic devices for controlling pressure in hydraulic fluid apparatus; parts & fittings for all the aforesaid goods; all in cluded in Cl.7	563406			
United Kingdom	Hydrafuse	Hydraulic valves, pressure control valves, hydraulic devices for controlling pressure in hydraulic fluid apparatus; parts and fittings for all the aforesaid goods; all included in Cl.7.	1471809			
United Kingdom	Hydromajor	Pumps; fluid pressurising apparatus; parts & fittings for all the aforesaid goods; all included in cl.7	1414102			
United Kingdom	Insite	Electrical apparatus for use in mines, for the monitoring, displaying, analysing & transmission of information obtained from instruments & transducers	1215559			
Australia	MECO	Belt conveyers including belt conveyer driving units, structures, rollers, tension ends, trippers, regulators, intermediate loading points, tub filling regulators, scraper chain face conveyers, scraper chain stable hole conveyers, scraper chain self	88804			
United Kingdom	MECO	Mining & quarrying tools, all made of metal; but not including tools with a cutting edge	382586		21-Mar-18	
United Kingdom	MECO	Engineering, architectural & building contrivances composed wholly or partly of metal Cl.7-Mining installations, mining machines & machine tools; road heading, drilling & tunnelling machines; loading machines and car loaders; crushers; hydraulic Machinery of all kinds & parts of machinery, except agricultural & horticultural machines & their parts included in Cl.7, but not including gumming machines, old engines or repetition lathes, & not including any goods of a like kind to gumming machin	382587		21-Mar-18	
United Kingdom	MECO		473494			30-Sep-26
South Africa	MECO		1818/33/1			
South Africa	MECO		1818/33/2			
Australia	Meco in Oval Device	Machinery of all kinds, & parts of machinery, except agricultural & horticultural machines & their parts included in cl.7	117032			
Canada	Meco in Oval Device	Machines & machine tools, & parts of all such goods; and machine belting	49080			

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JOY GLOBAL INC. TRADEMARKS

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United Kingdom	Meco in Oval Device	Electrical cut-outs, electrical contacts & terminals, electric switches (ordinary); & machine belt fasteners; all being metal goods not included in other classes goods notes; on conversion to schedule IV classes 6, 7 & 9;	522243		23-Apr-31	
United Kingdom	Meco Oval Device & Vairtrough	Conveyors (machines) incorporating troughed idlers, & parts included in Cl.7 of such conveyors	854807		2-Oct-63	
USA	JOY	Cl.6-Metal goods used in mining & general industries, namely, sheaves, pulleys, blocks adapted for use with sheave or pulleys; metal chains & chain conveyor flights; cutter bit blocks adapted to mount on cutter chains, bit holders to hold bits in cu	1153610	73161191	6-Mar-78	12-May-81
Germany	Meco in Oval Device	Loaders, continuous miners, compressors, cutters & drills	2101280	78364	7-Jul-94	2-Oct-96
Germany	MECO	Machines & apparatus included in Cl.7 used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & dumping of minerals, coal & other materials	778799	9415	24-Feb-55	21-Oct-63
ARMENIA	JOY		36777	2117 Revalidated	20-May-96	16-Sep-95
PAPUA NEW GUINEA	JOY		A5641R			
Australia	JOY and World Design		323852			8-Nov-85
Australia	Joy Mining Machinery		676406			26-Oct-95
Austria	JOY	Cl.6-Goods of non-precious metal for use in mining, well-drilling & for industrial purposes in general. C.7-Machines & apparatus used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & dumping of minerals, coal	90678			31-Mar-89
Austria	JOY and World Design	hauling & dumping of minerals, coal	122392			16-Nov-88
Belarus	JOY	Cl.7-Machines & apparatus, not included in other classes, used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & dumping of coal & other minerals; compressor machines, including air compressors, fluid compress	36777	2492 Revalidated		24-Dec-93
Belarus	JOY	Cl.7-Machines (not included in other classes) & machine tools; motors (except for land vehicles); machine couplings & belting (except for land vehicles); large size agricultural implements; incubators	104078			31-Dec-71
Belarus	JOY	Cl.8-Hand tools & instruments; cutlery, forks &				

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BeneLux	JOY and World Device	Goods of non-precious metal included in Cl.6 for use in mining, well-drilling & for industrial purposes in general. Machines & apparatus included in Cl.7 used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & d	356733			23-Nov-88
BOLIVIA	JOY	Implements, tools, machines & machine tools	9371C/40987A			19-Nov-89
BOLIVIA	JOY and World Design	Machines & machine tools for mining, metallurgy, & air & gas compression	34847C/38998A			8-Jun-88
YUGOSLAVIA	JOY and World Design	Machines & machines tools; motors & engines (except for land vehicles); machine couplig & transmission components (except for land vehicles); agricultural implements; incubators for eggs; air & gas compressors & machines, including by turns moving c	96269	33629 old reg.#		21-Aug-89
BOTSWANA	JOY	Mining machinery & machine tools including diamond core drills & accessories & bits; slushes; hoists; electrostatic precipitators; compressors & rock drills; loaders; shuttle cars; coal cutters; continuous miners	SA7903			29-Jun-95
BOTSWANA	JOY	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing	SA8768			19-Jul-93
BOTSWANA	JOY	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing	SA8769			19-Jul-93
BOTSWANA	JOY	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the aofregoing	SA8771			19-Jul-93
BOTSWANA	JOY and World Design	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought and partly wrought common metals & their alloys; parts & accessories for all the foregoing	SA8729			19-Jul-93

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JOY GLOBAL INC. TRADEMARKS

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BOTSWANA	JOY and World Design	Machines & machine tools; mining machines for the extraction of bedded materials including continuous miners, longwall mining machines, short wall mining machines, kerf cutters, shearing machines, drilling machines, percussive hammers, impact hammer	SA8730			19-Jul-93
BOTSWANA	JOY and World Design	Electrical, scientific & surveying apparatus & instruments including electrical switches & housings for single & multiple switching units, electrical connectors both line & terminal types, lamp sockets, aircraft runway power distribution connectors,	SA8731			19-Jul-93
BOTSWANA	JOY and World Design	Vehicles; apparatus for locomotion by land, air or water including crawler & rubber tire land vehicles for transporting mining & excavation equipment & material comprising percussive rock drills, impact breakers, conveyors, cutters, rotary drills, s	SA8733			19-Jul-93
Brazil	JOY	Industry & commerce of machines, equipments & their integral respective parts	6585094			25-Jul-87
Canada	DIGMASTER	Scrapers used in mining operations.	255368			30-Jan-96
Canada	JOY	Metal goods used in mining & general industries, namely sheaves, pulleys, blocks adapted for use with sheaves or pulleys; metal chains & chain conveyor flights; cutter bit blocks adapted to mount on cutter chains, bit holders to hold bits in cutter b	312627			28-Mar-86
Canada	JOY and World Design	Metal goods used in well drilling operations comprising casing bowls, clamps, collars, pipes, rods & parts thereof; mining machines for the extraction of bedded materials comprising continuous miners, longwall mining machines, short wall mining machi	267100			5-Mar-97
Chile	JOY	Floatation related equipment for processing ores	414433			14-Oct-93
Chile	JOY and World Design	Cl.7-Machines & machine tools, motors (except for land vehicles), machine couplings & belting (except for land vehicles), large size agricultural implements, incubators Cl.11-Installations for lighting, heating, steam generating, cooking, refrigerati	525814			10-Aug-88
Taiwan	JOY	Mining machines & equipment, incinerators, electrostatic precipitator, gas desulfurization systems, air baghouse filter media system, acid mist precipitator, vacuum/pressure ash handling systems for collecting particulate from coal, oil, biomass & fu	671431			16-Feb-95

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Taiwan	JOY	Fans (ventilating fans)	641697			16-Apr-94
Taiwan	JOY and World Design	Mining machines & equipment, incinerators, electrostatic precipitator, gas desulfurization systems, air baghouse filter media system, acid mist precipitator, vacuum/pressure ash handling systems for collecting particulate from coal, oil, biomass & fu	671281			16-Feb-95
Taiwan	JOY and World Design	Fans (ventilating fans)	641612			16-Apr-94
China	JOY	Machines and equipment for mining, metallurgical and petroleum industries and machines for heavy industry	146611			15-May-91
China	JOY and World Design	Machines & equipment for mining, metallurgical & petroleum industries & for general industrial purposes	158615			15-Jun-92
China	JOY and World Design	Electric accumulators, anticathodes, battery chargers, battery box, cables & wires, transformers, batteries, galvanic cells, fire alarms, fuses, switches, plugs & sockets,	148601			30-Jul-91
China	JOY and World Design	Shuttle cars, flexible conveyors and loaders	148602			30-Jul-91
Columbia	JOY	Machines & machines tools; motors (except for land vehicles); machine couplings & belting (except for land vehicles); large size agricultural implements	54896			18-Sep-88
Columbia	JOY and World Design	Air & gas compressor products & machines, including reciprocating, rotating, centrifugal & screw compressors & parts thereof & auxiliary equipment therefor	137341			16-Aug-96
CROATIA	JOY and World Design	Cl.6-Unwrought & partly wrought common metals & their alloys; anvils, bells, rolled & cast building materials; rails & other metallic materials for railway tracks; chains (except driving chains for vehicles), cables & wires (non-electric); l	Z930820		6-Nov-78	21-Dec-87
Czech Republic	JOY	Mining machines and equipment	204216	81077	7-Jul-93	7-Jul-93
Finland	JOY and World Design	Cl.6-Unwrought & partly wrought common metals & their alloys, anvils, bells, rolled & cast building materials, rails & other metallic materials for railway tracks, chains except driving chains for vehicles, cables & wires (non-electric), lo	83059		7-Jul-93	20-Oct-92
France	JOY		1475552			7-Jul-88
France	JOY and World Design		1378241			6-Nov-86
Germany	JOY		699435			7-Jan-93

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Germany	JOY and World Design	Goods of non-precious metals (so far as included in class 6) for use in mining & for industrial purposes, namely drill collars, slips, metal spiders, liner hangers, casing patches, tubing spiders, safety joints, subs & bumper subs, hooks, tong blocks	1004295			7-Nov-88
Greece	JOY	Unwrought & partly wrought common metals & their alloys, achors, anvils, bells, rolled & cast building materials, rails & other metallic materials for railway tracks, chains except driving chains for vehicles, cables & wires (non-electric), locksmith	62626			8-Jan-89
India	JOY	Goods of non-precious metal included in Cl.6 for use in mining, well-drilling & for industrial purposes in general.	228602			28-Apr-93
India	JOY and World Device	Machines & apparatus included in Cl.7 used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling &	369089			
Indonesia	JOY	Cl.6 - Unwrought & partly wrought common metals & their alloys, anchors, anvils, bells, rolled & cast building materials, rails & other metallic materials for railway tracks, chains except driving chains for vehicles, cables & wires (non-electric), l	363084			4-Oct-86
Iran	JOY		50861			20-Nov-88
Ireland	JOY	Machines & apparatus included in Cl.7 used in mining, well-drilling, for mineral coal & chemical processing & for loading, hauling & dumping of minerals, coal & other materials	899688			18-Jul-84
Ireland	JOY and World Design		899689			25-Jul-84
Israel	JOY		46778			8-Nov-85
Israel	JOY and World Design	Machines & apparatus included in Cl.7 used in mining, well-drilling, for mineral coal & chemical processing & for loading, hauling & dumping of minerals, coal & other materials	69107			3-May-95
Italy	JOY	Cl.6-Fixed & mobile material for railways, tramways, cable-railways; metal building materials Cl.7-Machines tools for wood, stone & metal-working, various machines & apparatus & their parts; lifts, goods-lifts Cl.8- Hand tools for wood, stone & metal	284616			29-Nov-72

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Japan	JOY	Machinery & tools & parts thereof & all kinds of driving belts, nosed & packings not belonging to any other class	442401			20-Mar-94
Japan	JOY and World Design	Safety equipment & implements	1595723	97418/93	24-Sep-93	30-Jun-93
Japan	JOY and World Design		36777	3680 Revalidated	21-Oct-93	
KAZAKHSTAN	JOY	Drilling & boring machines, rock drill, coal cutter, well drilling machines, ore processing machines & equipment, rotary compressor, centrifugal compressor, reciprocating compressor, filter & dust collector	68257	1743/2000		13-Feb-90
Korea	JOY					
Korea	JOY and World Design	Electrical machines & instruments, electrical communication machines & instruments, electronic-applied machines & instruments (exclusive of those belonging under medical machines & instruments), & electrical materials	74387			20-Jan-91
LATVIA	JOY	Cl.4-Only wicks, paraffin & candles	36777	15173 Revalidated		19-Apr-93
Mexico	JOY	Cl.7-Only forge bellows, gasifiers & vulcanization apparatus	72992			26-Nov-92
Mexico	JOY	Cl.11-Only heating, lighting & ventilating apparatus (not including electrical)				
Mexico	JOY	Cl.21-Perfume burners	507708	171799	29-Jun-93	20-Mar-98
Mexico	JOY and World Design	Machines & machine tools, motors (except for land vehicles); machine coupling & belting (except for land vehicles); agricultural implements; incubators for eggs particularly mining machines & equipment excluding forge, forge bellows, gasifitys & vu				
Mexico	JOY and World Design	Cl.7-Tractor accessories, crushing machines, machines, machine tools, motors (except for land vehicles), machine couplings & belting (except for land vehicles) Cl.8-Only hand tools & implements (hand operated), cutlery, razors Cl.9-Only galvanizing	235101			22-May-94
MOLDOVA	JOY	Mining equipment	3042	4763	28-Dec-94	21-Oct-93
Morocco	JOY	Cl.7-Equipment & machinery for mineral & chemical extraction & processing & for oil exploration & production; air & machinery compressors; drills; mobile & portable drills, drilling machines, drill heads, core drills & blast hole drills; mine transpo	52345			

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New Zealand	JOY	Machines & apparatus included in Cl.7 used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & dumping of minerals, coal & other materials	130273			12-Nov-86
New Zealand	JOY	Coal mining & other mining equipment being machines or parts of machines	67808			4-Jan-82
Philippines	JOY	Cl.20-Molded rubber &/or synthetic rubber covered electric power & communication connectors; controllers for electric motors for affecting starting, stopping, reversing & speed changes thereof; electric resistors; cable repair vulcanizers incorporati	13961			13-Jun-88
Philippines	JOY and World Design	For mining machines for the extraction of bedded materials comprising continuous miners, longwall mining machines, short wall mining machines, kerf cutters, shearing machines, drilling machines, percussive hammers, impact hammers; machinery for loadi	46048			16-Aug-89
Poland	JOY	Cl.6-Mine support hooks, subs & bumper subs Cl.7-Mining machines & equipment Cl.8-Gathering arm loaders, shovel type loaders, power tongs, core drills Cl.11-Environmental & air pollution control apparatus & incinerators		Z-123468	23-Jul-93	
Poland	JOY and World Design	Cl.6-Mine support hooks, subs & bumper subs Cl.7-Mining machines & equipment Cl.8-Gathering arm loaders, shovel type loaders, power tongs, core drills Cl.11-Environmental & air pollution control apparatus & incinerators	Z-123467		23-Jul-93	
Poland	Joy Mining Machinery	Machines & macine tools, motors (except for land vehicles), machine couplings & belting (except for land vehicles), large size agricultural implements, incubators	112872	Z-154284	13-Dec-95	31-Aug-99
Russia	JOY		36777	50184	4-Apr-68	4-Apr-88
Singapore	JOY	Machines & machine tools, all for use in mining	825/80			
SLOVENIA	JOY and World Design	Cl.6-Unwrought & partly wrought common metals & their alloys; anchors, anvils, bells, rolled & cast building materials; rails & other metallic materials for railway tracks; chains (except driving chains for vehicles), cables & wires (non-electric):	31517	7880963	29-Feb-80	21-Dec-87
South Africa	JOY		2606/65			29-Jun-95

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South Africa	JOY	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing	83/4989			19-Jul-93
South Africa	JOY		83/4990			19-Jul-93
South Africa	JOY		83/4992			19-Jul-93
South Africa	JOY and World Design	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought and partly wrought common metals & their alloys; parts & accessories for all the foregoing	83/4993			19-Jul-93
South Africa	JOY and World Design		83/4994			19-Jul-93
South Africa	JOY and World Design		83/4995			19-Jul-93
South Africa	JOY and World Design		83/4997			19-Jul-93
South Africa	Joy Mining Machinery		95/14333	14333/95	26-Oct-95	26-Oct-95
Spain	JOY	Shuttle cars, trucks for kerf cutting machines & utility trucks, all specifically intended for mining	265068			30-Jun-55
Spain	JOY and World Design	Machines & machine tools; motors (except for land vehicles) machine couplings & beltings (except for land vehicles); large agricultural implements; incubators, parts & accessories for all the mentioned goods	892102			5-Jul-79
Sweden	JOY	Cl.7-Vulcanizing apparatus for cable repairs, rotary air engines; motor-driven traction apparatus for vehicles; portable, semi-portable & stationary compressors as well as compressors for mining trucks; after-coolers for compressors, continuously ope	78262			20-May-95
Sweden	JOY and World Design	Cl.6-Goods of non-precious metal, not included in other classes, for use in mining, well-drilling Cl.7-Machines & apparatus used in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & dumping of minerals, coal & ot	174512			5-Dec-90
Switzerland	JOY	Shuttle cars, tracks for sawing machines, utility vehicles, rubber or synthetic rubber covers, electric power & telephone connectors for mines, quarries, oil fields, railroads, industrial use & military purposes; controllers for electric motors, elec	403123			13-Oct-92

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Switzerland	JOY and World Design	Goods of non-precious metal for use in mining, well-drilling & for industrial purposes in general; machines & apparatus for use in mining, well-drilling, for mineral, coal & chemical processing & for loading, hauling & dumping of minerals, coal & oth	299481			16-Jan-79
TAJIKISTAN	JOY	Fluid compressors namely air compressors, rotary compressors, reciprocal compressors, centrifugal compressors, recycle gas compressors, mechanical dust collector machines, pumps, pressure & vacuum filters; parts for centrifugal compressors namely be	36777	95002424 Revalidate	3-Jan-95	9-Aug-94
THAILAND	JOY	Sheaves, pulleys (parts of machines), chain conveyors flights & machines and parts thereof	129469	369446		12-Sep-88
Turkey	JOY	Shuttle cars & utility trucks; molded rubber &/or synthetic rubber covered electric power & communication connection for mines; quarries, oil fields, railroads, general industrial application & military uses; controller for electric motors, mine elec	104660			30-Dec-87
Turkey	JOY and World Design	Mining machines for the extraction of bedded materials comprising continuous miners, longwall mining machines, short wall mining machines, kerf cutters, shearing machines, drilling machines, percussive hammers, impact hammers; machinery for loading,	106416			15-Aug-88
TURKMENISTAN	JOY	Mining equipment	36777	1-2739 Revalidated	22-Dec-95	4-Apr-88
UKRAINE	JOY	Machines and machine tools, all for use in mining.	36777	6303 Revalidated		2-Apr-86
United Kingdom	JOY	Material treatment services included in Class 40, all relating to apparatus and instruments used in the mining industry.	877752			1-Oct-93
United Kingdom	JOY	Repair and replacement of component parts; inspection services relating thereto; renovation services; all relating to mining apparatus, mining vehicles, industrial valves and to industrial actuators; repair of centrifugal reciprocating and of screw c	B1278599			1-Oct-93

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SCHEDULE1(f)(i)

JOY GLOBAL INC. TRADEMARKS

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United Kingdom	JOY and World Design	Machines and apparatus included in Class 7, all for use in mining, oil well drilling, for mineral or coal processing and for the loading, hauling or dumping of minerals or of materials, and parts and fittings included in Class 7 for all the aforesaid	1103805			30-Oct-85
United Kingdom	Joy Mining Machinery	Mining machinery and parts and fittings for all the aforesaid goods.	2041864		19-Oct-95	19-Oct-95
United Kingdom	JOY and World Design	Repair and replacement of component parts; inspection services relating thereto; renovation services; all relating to mining apparatus, mining vehicles, industrial valves and to industrial actuators; repair of centrifugal reciprocating and of screw c	B1278596			1-Oct-93
United Kingdom	JOY and World Design	Material treatment services included in Class 40, all relating to apparatus and instruments used in the mining industry.	B1278597			1-Oct-93
UZBEKISTAN Venezuela	JOY JOY	Mining Equipment Rubber &/or synthetic rubber covers for electric power & communication connectors for mines, quarries, oil fields, railroads, general industrial applications & military uses, controllers for electric motors, electric resistances, mine electric power	36777 28394	2370 Revalidated	31-Dec-93	4-Apr-88 28-Jan-84
ZAMBIA	JOY	Mining machinery & machine tools; diamond core drills & accessories & bits therefor included in Cl.7; slushers; hoists; electrostatic precipitators; compressors & rock drills; loaders (machines), shuttle cars; coal cutters (machines); & continuous m	713/65			1-Dec-86
ZAMBIA	JOY	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing	287/83			13-Dec-90
ZAMBIA	JOY	Electrical, scientific & surveying apparatus & instruments including electrical switches & housings for single & multiple switching units, electrical connectors both line & terminal types, lamp sockets, air-craft runway power distribution connectors,	288/83			13-Dec-90

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SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
ZAMBIA	JOY	Vehicles; apparatus for locomotion by land, air or water including crawler & rubber tire land vehicles for transporting mining & excavation equipment & material comprising percussive rock drills, impact breakers, conveyors, cutters, rotary drills, sh	290/83			13-Dec-90
ZAMBIA	JOY and World Design	Metal goods including metal goods used in well drilling operations, casing, bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing	291/83			13-Dec-90
ZAMBIA	JOY and World Design	Machines & machine tools; mining machines for the extraction of bedded materials including continuous miners, longwall mining machines, short wall mining machines, kerf cutters, shearing machines, drilling machines, percussive hammers, impact hammers	292/83			13-Dec-90
ZAMBIA	JOY and World Design	Electrical, scientific & surveying apparatus & instruments including electrical switches & housings for single & multiple switching units, electrical connectors both line & terminal types, lamp sockets, air-craft runway power distribution connectors,	293/83			13-Dec-90
ZAMBIA	JOY and World Design	Vehicles; apparatus for locomotion by land, air or water including crawler & rubber tire land vehicles for transporting mining & excavation equipment & material comprising percussive rock drills, impact breakers, conveyors, cutters, rotary drills; shu	295/83			13-Dec-90
ZIMBABWE	JOY	Mining machinery & machine tools; diamond core drills & accessories & bits therefor included in Cl.7; slushers; hoists; electrostatic precipitators; compressors & rock drills; loaders (machines, shuttle cars; coal cutters (machines); & continuous min	984/1965			1-Dec-86
ZIMBABWE	JOY	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing goods included in Cl.6	642/83			9-Dec-93
ZIMBABWE	JOY		643/83			9-Dec-93
ZIMBABWE	JOY		645/83			9-Dec-93

SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

Country	Mark	Goods	Registration Number	Application Number	Date Filed	Date Registered
ZIMBABWE	JOY and World Design	Metal goods including metal goods used in well drilling operations, casing bowls, clamps, collars, pipes, tubes; unwrought & partly wrought common metals & their alloys; parts & accessories for all the foregoing goods included in Cl.6	646/83			9-Dec-93
ZIMBABWE	JOY and World Design	Machines & machine tools; mining machines for the extraction of bedded materials including continuous miners, longwall mining machines, short wall mining machines, kerf cutters, shearing machines, drilling machines, percussive hammers, impact hammer	647/83			9-Dec-93
ZIMBABWE	JOY and World Design	Electrical, scientific & surveying apparatus & instruments including electrical switches & housing for single & multiple switching units, electrical connectors both line & terminal types, lamp sockets, air-craft runway power distribution connectors,	648/83			9-Dec-93
ZIMBABWE	JOY and World Design	Vehicles; apparatus for lormotion by land, air or water including crawler & rubber tire land vehicles for transporting mining & excavation equipment & material comprising percussive rock drills, impact breakers, conveyors, cutters, rotary drills; shu	650/83			9-Dec-93
USA	Meco in Oval Device	Electrical & electronic apparatus & instruments for monitoring, control, display, analysis, & for transmission & receipt of information, for monitoring & controlling mining equipment, namely computers, computer monitors, electrical controllers, light	2121924	74/322419	13-Oct-92	16-Dec-97
USA Australia	Magnetax JOY	Electric Motor Starters	567712 A198884	71-618357	4-Sep-51	9-Dec-52 27-Nov-72
Canada	MECO INTERNATIONAL	Loaders, continuous miners, compressors, cutters, and drills	482738	715223	21-Oct-92	22-Sep-97
Canada	MECO	Machine tools and machines, (excluding concrete spraying machines and equip.) namely: road heading, drilling and tunnelling machines, loading machines and car loaders, crushers; motors and engines, namely: engines and electrically powered motors for	482739	715226	21-Oct-92	22-Sep-97

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SCHEDULE 1(f)(i)

JOY GLOBAL INC. TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Date Registered</u>
United Kingdom	MECO INTERNATIONAL	Electrical apparatus only for use in mining applications		1498575	16-Jan-28	31-Jul-28
USA	Meco in Oval Device	Belt conveyors, shaker conveyors, loading machines, and carloaders	244965			
USA	JNA	Computer software for controlling mining machinery	2221451	75/377532	22-Oct-97	2-Feb-99
Denmark	JOY		1738/1979	4688/1978	24-Dec-97	15-Jun-79
United Kingdom	JNA	Software for controlling mining machinery		2154409	7-Jan-98	
Germany	JNA	Software for controlling mining machinery		39800435.8/09	12-Jan-98	4-Jun-01
South Africa	JNA	Software for controlling mining machinery	98/00343	98/00343	24-Dec-97	16-Nov-98
Australia	JNA	Software for controlling mining machinery	751767	751767	20-Apr-98	
Canada	JNA	Roof Bolters, drilling equipment, parts and accessories for the aforesaid goods, all being goods included in class 7	638161	875815		13-Aug-96
Australia	WOMBAT					
Australia	RAMTRAK	Mining equipment including underground vehicles and carriers in this class; drill rigs; but excluding rams and ramming machines being goods in class 7	638162			9-Aug-96
South Africa	MCH	Machines and machine tools; parts, components, fittings and accessories for the foregoing goods;	90/6563			
USA	JOY and World Design	CI.7-Mining machines for the extraction of bedded materials comprising continuous miners, longwall mining machines, kerf cutters, shearing machines, drilling machines, machinery for loading, hauling & dumping of minerals, coal & other material, suc conveyor chains	2545032	76-290109	25-Jul-01	1-Aug-90
USA	BROADBAND					

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