

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Manitowoc

- Crane Companies, Inc.
- Individual(s)
- General Partnership
- Corporation-State - NV
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 10, 2005

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as agent

Internal Address:

Street Address: 131 S. Dearborn

City: Chicago State: IL Zip: 60670

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

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)

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

**DO NOT USE THIS SPACE**

9. Signature.

Laura Konrath  
Name of Person Signing



6/15/05  
Date

Total number of pages including cover sheet, attachments, and document:   
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

Continuation  
Item 4

SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
ABOVE. BEYOND. EVERYWHERE.	2647027	11/05/2002
EPIC	1751792	02/09/1993
H-FACT	1834338	05/03/1994
M & Design	1423634	01/06/1987
MANITOWOC	887829	03/17/1970
MANITOWOC & Design	2257677	06/29/1999
MAX-ER	2456322	05/29/2001
OCTA-TRAC	2343794	04/18/2000
PLATFORM-RINGER	1073477	09/20/1977
RINGER	872527	07/08/1969
RINGER-SWINGER	1073478	09/20/1977
TRAVELING-RINGER	1210284	09/28/1982
VICON	716813	06/13/1961
MANITEX	1873611	01/17/1995
JEFFY-LIFT EAGLE	1301274	10/23/1984
P	2073018	06/24/1997
SHOCK GUARD	1366472	10/22/1985

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Manitowoc Crane Companies, Inc., a Nevada corporation (the "Grantor"), with principal offices at 50 West Liberty Street, Suite 1060, Reno, Nevada 89501, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 131 South Dearborn Street, Chicago, Illinois 60670 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 10, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
y of June, 2005.

MANITOWOC CRANE COMPANIES,  
INC., as Grantor

By: Stanley C. Johnson  
Name: Stanley C. Johnson  
Title: President

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent and Grantee

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

[Signature Page to Trademark Security Agreement]

10<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of June, 2005.

MANITOWOC CRANE COMPANIES,  
INC., as Grantor

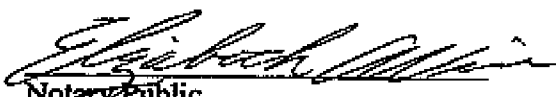
By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent and Grantee

By: *Mike Kelly*  
Name: *Mike Kelly*  
Title: *Vice President*

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this 10<sup>th</sup> day of June, 2005, before me personally came Stanley St. John, who, being by me duly sworn, did state as follows: that [s]he is President of Manitowoc Crane Companies, Inc., and that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

  
Notary Public



SCHEDULE A

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
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SHOCK GUARD	1366472	10/22/1985



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WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

June 15, 2005

**VIA TELECOPIER**

U.S. Patent & Trademark Office  
Assignment Division  
Box Assignments  
1213 Jefferson Davis Hwy.  
Suite 320  
Washington, DC 20231

**Re: Client #18103/325 - JPMorgan/Manitowoc Crane**

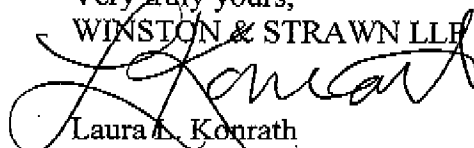
Dear Commissioner:

Enclosed is a Grant of Security Interest in U.S. Trademarks. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$440 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to [lkonrath@winston.com](mailto:lkonrath@winston.com)

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN LLP  
  
Laura L. Konrath  
Senior Legal Assistant

LLK:cl  
Enclosures

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# WINSTON & STRAWN LLP

Facsimile

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Fax Number: 312-558-5700

FROM: Laura Konrath  
312-558-6352

DATE: 6/15/2005

CHARGEBACK:

11028

18103/325

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX No.	PHONE No.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(703) 306-5995	

Total number of pages including this page: 10 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

- Enclosed:
- Facsimile Cover Sheet
  - Cover Letter
  - Recordation Cover Sheet
  - Schedule of U.S. Trademarks
  - Grant of Security Interest in Trademarks

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.  
312-558-6352

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Confirmation: Yes \_\_\_\_\_ Name: \_\_\_\_\_

No. \_\_\_\_\_  
TRADEMARK

RECORDED: 06/15/2005

REEL: 003132 FRAME: 0074