

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Grove U.S. L.L.C.

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 10, 2005

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: 32


7. Total fee (37 CFR 3.41).....\$ 815

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


 Signature

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

CH \$815.00 232428 76921174

Continuation
Item 9SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
GROVE (Stylized)	75/921,174 (App.)	02/16/2000 (App.)
G MEGA TRAK & Design (GMK)	2,348,901	05/09/2000
GROVE (Combined TM & SM)	792,129	07/06/1965
	1,387,480	03/25/1986
GROVE (Store Items)	1,294,326	09/11/1984
	1,303,443	11/06/1984
	1,294,271	09/11/1984
	1,419,247	12/02/1986
	1,294,656	09/11/1984
	1,304,056	11/06/1984
	1,303,672	11/06/1984
	1,294,129	09/11/1984
GROVE (Service Mark) (Combined TM & SM)	817,995	11/01/1966
GROVEXTRA (Service Mark)	1,523,816	02/07/1989
G GROVE & Design	866,799	03/18/1969
	1,388,245	(renewed 03/18/1999) 04/01/1986
G GROVE & Design (Store Items)	1,291,860	11/1/1983
	1,326,548	3/26/1985
	1,294,270	9/11/1984
	1,303,756	08/18/1983
	1,303,926	08/18/1983
	1,294,839	08/18/1983
	1,310,860	08/18/1983
GLOBAL PARTS EXPRESS	2,484,585	09/04/2001
MEGATRAK	2,717,170	05/20/2003
MEGAFORM	2,684,135	02/04/2003
MEGALIFT	2,753,813	08/19/2003
PARTSMASTER	2,399,732	10/31/2000
TRAP BOSS	1,407,384	09/02/1986
YARDBOSS & Design	2,289,383	10/26/1999
TWIN-LOCK	2,691,261	02/25/2003

ECOS

2,521,512

12/25/2001

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grove U.S. L.L.C., a Delaware limited liability company (the "Grantor"), with principal offices at 1565 Buchanan Trail East, Shady Grove, Pennsylvania 17256, 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]

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

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

By: Manitowoc Cranes, Inc.,
as sole member and manager

By: 

Name: Maurice D. Jones
Title: Vice President & Secretary

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

By: _____

Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
16th day of June, 2005.

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

By: Manitowoc Cranes, Inc.,
as sole member and manager

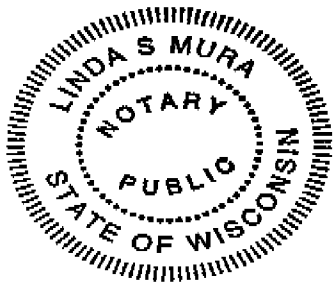
By: _____
Name:
Title:

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

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

STATE OF WISCONSIN)
) ss:
COUNTY OF MANITOWOC)

On this 10th day of June, 2005, before me personally came MAURICE D. JONES who, being by me duly sworn, did state as follows: that [s]he is VP & SECRETARY of Manitowoc Cranes, Inc., acting as sole member of Grove U.S. L.L.C., and that [s]he is authorized to execute the foregoing Grant on behalf of said company.



Linda S Mura
Notary Public

SCHEDULE A

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MEGAFORM	2,684,135	02/04/2003
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YARDBOSS & Design	2,289,383	10/26/1999
TWIN-LOCK	2,691,261	02/25/2003

ECOS

2,521,512

12/25/2001

CHI:1544159.2

RECORDED: 06/15/2005

TRADEMARK
REEL: 003132 FRAME: 0094
** TOTAL PAGE: 12 **