

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUCYRUS INTERNATIONAL INC.		05/04/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC., as Administrative Agent
Street Address:	Attention: Maritza Ospina
Internal Address:	745 Seventh Avenue, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2089037	BUCYRUS
Registration Number:	2148250	BUCYRUS INTERNATIONAL, INC.
Registration Number:	2092900	BUCYRUS
Registration Number:	2715909	MARC
Registration Number:	3107959	CONTEL
Registration Number:	2598370	SWINGBOSS
Registration Number:	2601529	HOISTBOSS
Registration Number:	0777785	B-E
Registration Number:	0202679	BUCYRUS
Registration Number:	0805118	BUCYRUS
Registration Number:	0432944	BUCYRUS ERIE

CORRESPONDENCE DATA

OP \$290.00 2089037

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	023299-0393
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	05/08/2007

Total Attachments: 11
source=Bucyrus IP Security Agreement#page1.tif
source=Bucyrus IP Security Agreement#page2.tif
source=Bucyrus IP Security Agreement#page3.tif
source=Bucyrus IP Security Agreement#page4.tif
source=Bucyrus IP Security Agreement#page5.tif
source=Bucyrus IP Security Agreement#page6.tif
source=Bucyrus IP Security Agreement#page7.tif
source=Bucyrus IP Security Agreement#page8.tif
source=Bucyrus IP Security Agreement#page9.tif
source=Bucyrus IP Security Agreement#page10.tif
source=Bucyrus IP Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 4, 2007 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BUCYRUS INTERNATIONAL INC. a Delaware corporation (the “Borrower”), each Foreign Borrower (defined therein) have entered into a Credit Agreement, dated as of May 4, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with several banks and other financial institutions and entities from time to time party thereto, Lehman Brothers Inc., as advisor, sole lead arranger and sole bookrunner, Lehman Commercial Paper Inc., as administrative agent, and LaSalle Bank National Association and JPMorgan Chase Bank, N.A., as syndication agents. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 4, 2007, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 6,
- (ii) the right to sue or otherwise recover for any and all past, present and future infringements

and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all domestic and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 6, all certificates of invention or similar property rights (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all domestic and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 6, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith,

and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

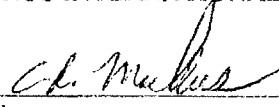
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BUCYRUS INTERNATIONAL, INC.

By: 
Name:
Title:

ACKNOWLEDGMENT


STATE OF Wisconsin)
COUNTY OF milwaukee ^{ss.}

On this 2nd day of May, 2007 before me personally appeared CRIG R. MACKUS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor(s), who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Syrene M. Day
Notary Public
My Commission expires 02/08/2009.

{seal}

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: 
Name: Craig Malloy
Title: Authorized Signatory

COPYRIGHTS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Bucyrus International, Inc.	Design of Base Structure for Large Walking Draglines	June 24, 1996	Active	TX 4-369-690
Bucyrus International, Inc.	Remote Knowledge Network	May 1, 2000	Active	TX 5-161-501

PATENTS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Bucyrus International, Inc.	Adjuster for Thrust Washer Wear	September 1, 1987	Registered	4,690,573
Bucyrus International, Inc.	Programmed Automatic Drill Control	December 27, 1988	Registered	4,793,421
Bucyrus International, Inc.	High Production System Bucket	July 31, 1990	Registered	4,944,102
Bucyrus International, Inc.	Dragline Rotating Frame Structure	October 22, 1991	Registered	5,058,753
Bucyrus International, Inc.	Dragline Modular Swing Drive Unit	January 7, 1992	Registered	5,078,285
Bucyrus International, Inc.	Lattice Structure Boom Point	September 8, 1992	Registered	5,145,075
Bucyrus International, Inc.	Tool Cutter Holder	April 27, 1993	Registered	5,205,678
Bucyrus International, Inc.	High Production System Bucket	May 3, 1994	Registered	5,307,571
Bucyrus International, Inc.	Head Brake Release with Memory	July 27, 1999	Registered	5,927,408

Bucyrus International, Inc.	Casing Toggle Mechanism	August 3, 1999	Registered	5,931,231
Bucyrus International, Inc.	Apparatus for Storing and Handling Drill Pipe	August 3, 1999	Registered	5,931,238
Bucyrus International, Inc.	Tubular Drill Mast	September 28, 1999	Registered	5,956,915
Bucyrus International, Inc.	Wrench Mechanism	April 11, 2000	Registered	6,047,775
Bucyrus International, Inc.	Crowd Rope Take-Up System for Mining Shovels	January 2, 2001	Registered	6,168,542
Bucyrus International, Inc.	Method for Fabricating an Excavator Base	November 20, 2001	Registered	6,317,957
Bucyrus International, Inc.	Dynamically Active Dipper Door Mechanism	June 29, 2000	Registered	6,467,202
Bucyrus International, Inc.	Dipper Door and Dipper Door Assembly for Electric Mining Shove	July 15, 2003	Registered	6,591,521
Bucyrus International, Inc.	Bolt-On Swing Girders for Electric Mining Shovel	June 22, 2004	Registered	6,752,282
Bucyrus International, Inc.	Dragline Excavator Machine with Direct Drive Hoist and Dragline Drums	April 11, 2006	Registered	7,024,805
Bucyrus International, Inc.	Dipper Assembly including a Closure Mechanism	August 29, 2006	Registered	7,096,610
Bucyrus International, Inc.	Method and Apparatus for Case Hardening a Piece	Application filed January 27, 2004	Application Pending	Application No. 10/765,373
Bucyrus International, Inc.	Hydraulic Crowd System for an Electric Mining Shovel	February 13, 2007	Registered	7,174,826

TRADEMARKS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Bucyrus International, Inc.	BUCYRUS AND DEVICE	United States	08/19/97	Registered	2,089,037
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Argentina	12/29/97	Registered	1.654.049

Bucyrus International, Inc.	BUCYRUS AND DEVICE	Australia	9/26/96	Registered	718446
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Brazil	06/19/01	Registered	819656836
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Chile	01/09/98	Registered	500.920
Bucyrus International, Inc.	BUCYRUS AND DEVICE	China	12/07/97	Registered	1133027
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Colombia	05/29/02	Registered	253488
Bucyrus International, Inc.	BUCYRUS AND DEVICE	India	09/27/96	Application Pending	743204
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Japan	04/17/98	Registered	4136427
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Mexico	02/25/97	Registered	542139
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Morocco	09/30/96	Registered	60765
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Peru	03/24/97	Registered	034427
Bucyrus International, Inc.	BUCYRUS AND DEVICE	South Africa	09/30/96	Registered	13819/96
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Sweden	04/11/97	Registered	322 957
Bucyrus International, Inc.	BUCYRUS AND DEVICE	Turkey	11/26/96	Registered	177398
Bucyrus International, Inc.	BUCYRUS AND DEVICE	United Kingdom	09/23/96	Registered	2110781
Bucyrus International, Inc.	BUCYRUS INTERNATIONAL, INC.	United States	03/31/98	Registered	2,148,250
Bucyrus International, Inc.	BUCYRUS	United States	09/02/97	Registered	2,092,900
Bucyrus International, Inc.	MARC	United States	05/13/03	Registered	2,715,909
Bucyrus International, Inc.	MARC	Argentina	05/10/99	Registered	1.735.412

Bucyrus International, Inc.	CONTEL	United States	6/20/06	Registered	3,107,959
Bucyrus International, Inc.	SWINGBOSS	United States	07/23/02	Registered	2,598,370
Bucyrus International, Inc.	HOISTBOSS	United States	07/30/02	Registered	2,601,529
Bucyrus International, Inc.	B ---	United States	09/29/64	Registered	777,785
Bucyrus International, Inc.	E BUCYRUS	United States	09/01/25	Registered	202,679
Bucyrus International, Inc.	BUCYRUS	United States	03/08/66	Registered	805,118
Bucyrus International, Inc.	BUCYRUS	Australia	01/30/18	Registered	22587
Bucyrus-Erie Company (now Bucyrus International, Inc.)	BUCYRUS	Canada	07/09/13	Registered	18,572
Bucyrus-Erie Company (now Bucyrus International, Inc.)	BUCYRUS	India	06/18/93	Registered	229,594
Bucyrus International, Inc.	BUCYRUS	South Africa	01/13/98	Registered	47/26/1
Bucyrus International, Inc.	BUCYRUS	Sweden	11/13/70	Registered	133276
Bucyrus International, Inc.	BUCYRUS	Venezuela	06/12/98	Registered	19411
Bucyrus International, Inc.	BUCYRUS-ERIE w/ interlocking CR	United States	09/23/47	Registered	432,944
Bucyrus International, Inc.	BUCYRUS-ERIE	Australia	08/16/44	Registered	82024
Bucyrus International, Inc.	BUCYRUS-ERIE w/ interlocking CR	Chile	06/15/00	Registered	570.151
Bucyrus-Erie Company (now Bucyrus International, Inc.)	BUCYRUS-ERIE w/ interlocking CR	Egypt	04/24/99	Registered	19,755

Becor Western (now Bucyrus International, Inc.)	BUCYRUS-ERIE w/ interlocking CR	India	09/26/96	Registered	125,246
Bucyrus-Erie Company (now Bucyrus International, Inc.)	BUCYRUS-ERIE w/ interlocking CR	Morocco	08/06/92	Registered	49269
Bucyrus International, Inc.	BUCYRUS-ERIE w/ interlocking CR	Brazil	12/31/91	Registered	002653320
Bucyrus International, Inc.	BUCYRUS-ERIE w/ interlocking CR	Canada	10/23/28	Registered	45007
Bucyrus International, Inc.	BUCYRUS & Design	Canada	08/20/99	Registered	514909
Bucyrus International, Inc.	RAPIER	India	04/10/01	Application Pending	1002463
Bucyrus International, Inc.	RAPIER	Jordan	06/26/01	Registered	62892
Bucyrus International, Inc.	MARION	Turkey	08/07/98	Registered	98/010843
Bucyrus International, Inc.	PEAK	United States	Application filed 6/7/06	Application Pending	78/902,993

INTELLECTUAL PROPERTY LICENSES

1. Bucyrus International, Inc. and Bucyrus (Africa) (Pty.) Ltd. - Trademark Agreement, August 31, 1969
2. Bucyrus International, Inc. and Bucyrus (Australia) Proprietary Ltd. - Trade Name and Trademark Agreement, December 31, 1996
3. Bucyrus International, Inc. and Bucyrus-Erie Company of Canada, Ltd. - Trade Name and Trademark Agreement, June 26, 1996
4. Bucyrus International, Inc. and Bucyrus Europe Limited - Trade Name and Trademark Agreement, June 26, 1996
5. Bucyrus International, Inc. and Immersive Technologies Pty. Ltd. - Trademark License Agreement, August 20, 2002
6. Bucyrus International, Inc. and North American Coal - Cross License - High Production System Bucket, June 13, 1989