Security Agreement

N/A

N/A

Street Address: -

City: Charlotte

Phone Number: \_

Fax Number: \_\_\_

9. Signature:

State: North Carolina

A. Trademark Application No.(s)

Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp  To the Director of the U. S. P	08-10-200 10343596		SHEET	nited States F	ARTMENT OF COMI Patent and Trademan	R Office
1. Name of conveying party(ie General Electric Capital as Collateral Agent	•	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?  XX No				
Individual(s) General Partnership Corporation- State: X Other a banking corpor Citizenship (see guidelines) Un	nited States	Internal Address:_ Street Ad City:_Brid State:_Per Country:_I	dress: 122 dgeville nnsylvania United Sta	ites		
3. Nature of conveyance )/Exe Execution Date(s) June 29,	ecution Date(s) :	Genera	al Partnership	Citizenship	Pennsylvania,	
Assignment	Merger	Other		Citizensh	ip	

Application number(s) or registration number(s) and identification or description of the Trademark.

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Change of Name

X OtherTermination and Release of Security Int.

5. Name & address of party to whom correspondence

201 N. Tryon Street

Zip: 28202

Name of Person Signing

Signature

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Internal Address: Attn: Terry L. Witcher, NCCP

Suite 3000

704-343-2104

704-444-8857

Email Address: terry.witcher@haw.com

Steven Ritchie, Esq.

concerning document should be mailed:

Name: Helms Mulliss & Wicker, PLLC

**TRADEMARK** REEL: 003603 FRAME: 0550

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(Designations must be a separate document from assignment)

Additional sheet(s) attached? X Yes

Authorized to be charged by credit card Authorized to be charged to deposit account

Last 4 Numbers

Expiration Date \_\_\_

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

If assignee is not domiciled in the United States, a domestic

See SCHEDULE A attached hereto.

6. Total number of applications and

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

b. Deposit Account Number \_\_\_

Authorized User Name

registrations involved:

Enclosed

a. Credit Card

8. Payment Information:

B. Trademark Registration No.(s)

## SCHEDULE A

Mark	Application No. Filing Date	Registration No. Registration Date	Comments
	76/063,650 06/02/00	2,492,287 09/25/01	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
ANTHONY CRANE RENTAL	76/069,608 06/14/00	2,572,910 05/28/02	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
MAXIM	76/023,671 04/11/00	2,681,621 01/28/03	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
	76/022,648 04/11/00	2,684,199 02/04/03	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
MAXIM CRANE WORKS	76/023,672 04/11/00	2,684,203 02/04/03	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
Crane Works	76/022,767 04/11/00	2,684,200 02/04/03	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
WHATEVER IT TAKES	76/440,444 08/14/02	2,721,237 06/03/03	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
	76/022,647 04/11/00	2,684,198 02/04/03	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
CARLISLE	75/447,096 03/09/98	2,292,186 11/16/99	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952

C866278.4

TRADEMARK
REEL: 003603 FRAME: 0551

Mark	Application No. Filing Date	Registration No. Registration Date	Comments
	75/447,097 03/09/98	2,290,920 11/09/99	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
CONSTRUCTION COUNTY	75/538,415 08/18/98	2,291,104 11/09/99	General Electric Capital Corporation recorded 02/04/2005 at Reel/Frame No. 3022/0952
"CARLISLE CRANES CONSTRUCTION EQUIPMENT EXCAVATING MARINE SERVICES"			

C866278.4

TRADEMARK REEL: 003603 FRAME: 0552

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Termination and Release") dated as of June 29, 2007, from GENERAL ELECTRIC CAPITAL CORPORATION with an address located at 201 Merritt 7, PO Box 5201, Norwalk, Connecticut 06851, in its capacity as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Maxim Crane Works, L.P., a limited partnership organized under the laws of the Commonwealth of Pennsylvania (the "Grantor").

## WITNESSETH:

WHEREAS, pursuant to a Trademark Security Agreement dated as of January 28, 2005 made by the Grantor in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 4, 2005 at Reel 3022, Frame 0952; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

- 1. <u>Definitions</u>. The term "*Trademark Collateral*", as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademark Collateral (as defined in the Security Agreement) (including, without limitation, those items listed on Schedule A thereto).
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral without representation, warranty or recourse of any kind or nature.

[Remainder of page intentionally left blank.]

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TRADEMARK
REEL: 003603 FRAME: 0553

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

> GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

Name: STEVEN SANICOIA
Title: Duly Author, 2 al Signatory

## ACKNOWLEDGMENT

STATE OF <u>Connecticut</u>
COUNTY OF <u>FAIRFIELI</u>) SS.:

On this Africa day of July, 2007, before personally me appeared Steven Sanicola \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My commission expires: 12-31-2010

(Affix Seal Below)

LAUREN C. PESSY NOTARY PUBLIC STATE OF CONNECTICUT My Commission Expires Dec. 31, 2010

C866278.4

RECORDED: 08/09/2007

TRADEMARK REEL: 003603 FRAME: 0555