

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption regarding Reel/Frame Nos. 003537/0693, 003578/0001, and 003582/0189

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper, Inc.		12/16/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 S. Dearborn
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 21**

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:	2632906	EZEE-LOC
Registration Number:	1180880	FULL DIMENSION
Registration Number:	1181835	LONG-AIRDOX

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Registration Number:	0666579	LO-ROPE
Registration Number:	0546367	PIGGYBACK
Registration Number:	0822733	RAMCAR
Registration Number:	1258487	UN-A-HAULER
Registration Number:	0885406	UNATRAC
Registration Number:	1321772	VERSATRAC
Registration Number:	2850348	EXALON
Registration Number:	3261851	IDLER PAL

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714540-1235  
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:	/kja/
Date:	01/12/2009

**Total Attachments: 12**  
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## EXECUTION VERSION

### ASSIGNMENT AND ASSUMPTION

Reference is made to the Guarantee and Collateral Agreement, dated as of May 4, 2007, (as reaffirmed by the Reaffirmation Agreement, dated as of May 25, 2007, among Bucyrus International, Inc. and the Subsidiary Guarantors signatory thereto, and as further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); the Intellectual Property Security Agreement, dated as of May 4, 2007, among the signatories thereto (collectively, and with DBT as defined below, the "Grantors"), and Lehman Commercial Paper Inc., as Administrative Agent ("Lehman"); and the Intellectual Property Security Agreement, dated as of June 29, 2007, among DBT America, Inc. ("DBT") and Lehman (collectively, the "Intellectual Property Security Agreements"). Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of May 4, 2007, recorded with the U.S. Patent and Trademark Office on May 8, 2007, at Reel/Frame No. 019260/0457, and the Intellectual Property Security Agreement, dated as of June 29, 2007, recorded with the U.S. Patent and Trademark Office on July 11, 2007, at Reel/Frame No. 019541/0048, the Grantors granted the Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of May 4, 2007, recorded with the U.S. Patent and Trademark Office on May 8, 2007, at Reel/Frame No. 003537/0693, and the Intellectual Property Security Agreement, dated as of June 29, 2007, recorded with the U.S. Patent and Trademark Office on July 11, 2007, at Reel/Frame No. 0003578/0001, and on June 17, 2007, at Reel/Frame No. 003582/0189, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Intellectual Property Security Agreement recorded with the U.S. Copyright Office on July 12, 2007, at Volume/Document No. 3552/858, Grantor granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Copyrights and proceeds of any and all of the foregoing;

Lehman hereby irrevocably assigns to JPMorgan Chase Bank, N.A. ("JPM") without recourse, and JPM hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and

Assumption, it will be delivered to JPM for recording by JPM pursuant to the Guarantee and Collateral Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office and the United States Copyright Office.

From and after the Effective Date, (a) JPM shall be a party to the Guarantee and Collateral Agreement and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Administrative Agent thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) Lehman shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Guarantee and Collateral Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A.  
as Assignee

By: *Mark Evans*  
Name: *Mark Evans*  
Title: *Senior Vice President*

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION (IP)]

TRADEMARK  
REEL: 003917 FRAME: 0251

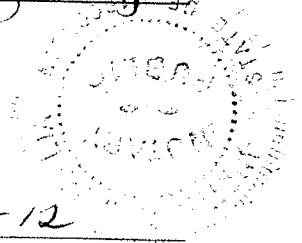
STATE OF WISCONSIN )  
COUNTY OF WILKESHA ) :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16 day of DECEMBER, 2008, personally appeared Mark B. ... who, being by me duly sworn, deposes and says that he/she is the Senior VP of JPMORGAN CHASE BANK, N.A., and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

Mark B. ...  
Notary Public

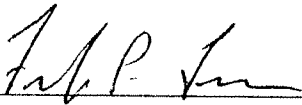
My Commission Expires:

2-5-12



Accepted:

LEHMAN COMMERCIAL PAPER INC.  
as Assignor

By: 


Name: Frank P. Turner  
Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION (IP)]

**TRADEMARK**  
**REEL: 003917 FRAME: 0253**

STATE OF New York )  
COUNTY OF New York ) :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16 day of December, 2008, personally appeared Frank Turner who, being by me duly sworn, deposes and says that he/she is the Vice President of LEHMAN COMMERCIAL PAPER INC., and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

JEFFREY KOHN  
Notary Public, State of New York  
No. 01KO6139975  
Qualified in New York County  
Commission Expires December 17, 20 10



**SCHEDULE I**  
**to**  
**ASSIGNMENT AND ASSUMPTION**

**PATENT REGISTRATIONS AND APPLICATIONS**

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Bucyrus International, Inc.	High Production System Bucket	July 31, 1990	Registered	4,944,102
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	Dragline Excavator Machine with Direct Drive Hoist and	April 11, 2006	Registered	7,024,805

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**TRADEMARK**  
**REEL: 003917 FRAME: 0255**

International, Inc.	Dragline Drums			
Bucyrus International, Inc.	Dipper Assembly including a Closure Mechanism	August 29, 2006	Registered	7,096,610
Bucyrus International, Inc.	Hydraulic Crowd System for an Electric Mining Shovel	February 13, 2007	Registered	7,174,826
DBT America Inc.	Articulated Vehicle With Hinged Joint	I.D.: January 2, 1990	Patented	4,890,684 (U.S.A.)
DBT America Inc.	Vehicle With Lateral Moving Lift	I.D.: September 3, 1992	Patented	5,044,858 (U.S.A.)
DBT America Inc.	Load Lifting System for Vehicles	I.D.: July 13, 1993	Patented	5,226,777 (U.S.A.)
DBT America Inc.	Battery Changing System For Electric Battery Powered Vehicles	I.D.: November 17, 1992	Patented	5,163,537 (U.S.A.)
DBT America Inc.	Pivoted Lifting Device	I.D.: September 9, 1997	Patented	5,664,932 (U.S.A.)
DBT America Inc.	Pivoted Locking Device	I.D.: January 5, 1999	Patented	5,855,467 (U.S.A.)
DBT America Inc.	Advancing Tailpiece	I.D.: October 30, 2001	Patented	6,308,819 (U.S.A.)
DBT America Inc.	Self-Aligning Battery Changing System For Electric Battery Powered Vehicles	I.D.: September 5, 2000	Patented	6,113,342 (U.S.A.)
DBT America Inc.	Adjustable Yoke Assembly	I.D.: December 7, 1999	Patented	5,996,766 (U.S.A.)
DBT America Inc.	Adjustable Yoke Assembly	I.D.: June 13, 2000	Patented	6,073,745 (U.S.A.)
DBT America Inc.	Automated Continuous Haulage System	I.D.: July 11, 2006	Patented	Patent No. 7,076,346 (U.S.A.)
DBT America Inc.	Method and Apparatus for Safety Protection of Temporary Roof Support (Load Sensing Pin)	I.D.: September 20, 2005	Patented	6,945,738 (U.S.A.)
DBT America Inc.	Mining Machine with Roof Bolting Apparatus	I.D.: June 28, 1988	Patented	4,753,486 (U.S.A.)
DBT America Inc.	Continuous Miner	I.D.: June 20, 1989	Patented	4,840,432 (U.S.A.)
DBT America Inc.	Continuous Miner (Continuation In Part Application of above U.S.4,840,432)	I.D.: June 26, 1990	Patented	4,936,632 (U.S.A.)
DBT America Inc.	Mining Machine with Roof Bolting Apparatus	I.D.: September 4, 1990	Patented	4,953,914 (U.S.A.)

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DBT America Inc.	Continuous Miner with Duct Assembly	I.D.: January 21, 1992	Patented	5,082,331 (U.S.A.)
DBT America Inc.	Redundant Remote Control System Used on a Continuous Miner	I.D.: May 5, 1992	Patented	5,110,189 (U.S.A.)
DBT America Inc.	Continuous Miner with Duct Assembly	I.D.: April 14, 1992	Patented	5,104,194 (U.S.A.)
DBT America Inc.	Continuous Mining Machine with a Boom Assembly Providing Different Cutting Heights	I.D.: April 7, 1992	Patented	5,102,199 (U.S.A.)
DBT America Inc.	Drum Assembly for a Continuous Miner	I.D.: September 9, 1992	Patented	5,143,423 (U.S.A.)
DBT America Inc.	Vane Type Conveyor for a Mining Machine Drum	I.D.: June 9, 1992	Patented	5,120,112 (U.S.A.)
DBT America Inc.	Twin Scrubber & Air Diffuser for a Continuous Miner & Method of Ventilation	I.D.: February 23, 1993	Patented	5,188,427 (U.S.A.)
DBT America Inc.	Mining Machine with Cascading Conveyor System	I.D.: March 2, 1993	Patented	5,190,352 (U.S.A.)
DBT America Inc.	Method and Apparatus for Collecting and Removing Dust on a Mining Machine	I.D.: October 19, 1993	Patented	5,253,925 (U.S.A.)
DBT America Inc.	Method and Apparatus for Suppressing Dust and Frictional Ignition on a Continuous Mining Machine	I.D.: April 16, 1996	Patented	5,507,565 (U.S.A.)
DBT America Inc.	Conveyor Lift and Service Shoe Assembly	I.D.: March 14, 2000	Patented	6,036,276 (U.S.A.)
DBT America Inc.	Phasing Valve Assembly for Supplying Water to a Mining Machine Cutter Drum	I.D.: June 6, 2000	Patented	6,070,944 (U.S.A.)
DBT America Inc.	Spring Applied Hydraulic Release Brake	I.D.: April 16, 2002	Patented	6,371,255 (U.S.A.)
DBT America Inc.	Mining Machine Having Stabilizing Apparatus	I.D.: June 17, 2003	Patented	6,578,926 (U.S.A.)

## **TRADEMARK REGISTRATIONS AND APPLICATIONS**

<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 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.	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 --- E	United States	09/29/64	Registered	777,785
Bucyrus International, Inc.	BUCYRUS	United States	09/01/25	Registered	202,679
Bucyrus International, Inc.	BUCYRUS	United States	03/08/66	Registered	805,118
DBT America Inc.	EZEE-LOC	United States	I.D. 08/10/2002	Registered	2,632,906
DBT America Inc.	FULL DIMENSION	United States	I.D.: 12/08/81	Registered	1,180,880
DBT America Inc.	LONG-AIRDOX	United States	I.D.: 12/15/81	Registered	1,181,835
DBT America Inc.	LO-ROPE	United States	I.D.: 09/02/58	Registered	666,579
DBT America Inc.	PIGGYBACK	United States	I.D.: 08/07/51	Registered	546,367
DBT America Inc.	RAMCAR	United States	I.D.: 01/24/67	Registered	822,733
DBT America Inc.	UN-A-HAULER	United States	I.D.: 11/22/83	Registered	1,258,487
DBT America Inc.	UNATRAC and Design	United States	I.D.: 02/03/70	Registered	885,406
DBT America Inc.	VERSATRAC	United States	I.D.: 02/26/85	Registered	1,321,772

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DBT America Inc.	EXALON	United States	F.D.: 08/06/2004	Application Pending	2,850,348
DBT America Inc.	IDLER PAL	United States	I.D.: 10/29/2003	Registered	3,261,851

### COPYRIGHT REGISTRATIONS

<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

### 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
7. DBT America Inc. (as successor in interest to Long-Airdox Company) and Virginia Tech Intellectual Properties, Inc. - Exclusive License Agreement dated as of December 15, 2000 (covering U.S. Patent Application No.10/399/067 relating to an Automated Continuous Haulage System)

8. DBT America Inc. and DBT Africa (Pty) Ltd. – License Agreement, dated as of January 1, 2004

**OTHER INTELLECTUAL PROPERTY**

DOMAIN NAMES

None.

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