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TO:LATHAM &amp; WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

03/02/2010

Stylesheet Version v1.1

900156025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUCYRUS INTERNATIONAL INC.		02/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn - 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3735443	LATCHFREE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	lpdocket@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:	D45494-0031		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	03/02/2010		

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**Total Attachments: 6**

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Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0031		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	03/02/2010		

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**EXECUTION VERSION****AFTER - ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT****(SECOND SUPPLEMENTAL FILING)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING), dated as of February 19, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., 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"), and each Foreign Borrower (defined therein) have entered into an Amended and Restated Credit Agreement, dated as of February 19, 2010 (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, J.P. MORGAN SECURITIES INC., BANC OF AMERICA SECURITIES LLC and MACQUARIE CAPITAL (USA) INC., as joint lead arrangers and joint bookrunners, JPMORGAN CHASE BANK, N.A., as administrative agent, BANK OF AMERICA, N.A. and MACQUARIE CAPITAL (USA) INC., as co-syndication agents, and J.P. MORGAN EUROPE LIMITED, as German agent. 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 (and other grantors party thereto) 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, including but not limited to After-Acquired Intellectual Property (as defined in the Guarantee and Collateral Agreement) 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 Second Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement, dated as of May 4, 2007, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on May 8, 2007, at Reel/Frame No. 019260/0457 and Reel/Frame No. 03537/0693, and with the U.S. Copyright Office on July 12, 2007, at Volume/Document No. 3552/858; and the Intellectual Property Security Agreement, dated as of June 29, 2007, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on July 11, 2007, at Reel/Frame No. 003578/0001 and Reel/Frame No. 019541/0048, and on June 17, 2007, at Reel/Frame No. 003582/0189; and the First Supplemental Intellectual Property Security

**TRADEMARK****REEL: 004165 FRAME: 0047**

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Agreement, dated as of December 19, 2008, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on January 12, 2009, at Reel/Frame No. 022093/0229.

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 trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, 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 1, (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 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 of such Grantor 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 patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, 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 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 reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all 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 1. (ii) the

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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 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 of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(e) (i) 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 under any Patent, and (C) any right under any Copyright, (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

(f) all proceeds from 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 Second Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Second Supplemental Intellectual Property Security 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 Second Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflicts of law rules that would result in application of a different governing law.

SECTION 5. Conflict Provision. This Second Supplemental 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 Second Supplemental 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.

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IN WITNESS WHEREOF, each of the undersigned has caused this Second Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

Bucyrus International, Inc.)

By: *C.R. Mackus*

Name: Craig R. Mackus

Title: Chief Financial Officer

STATE OF Wisconsin )

ss.

COUNTY OF Milwaukee )

On this 17th day of February, 2010 before me personally appeared Craig R. Mackus, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bucyrus International, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

*Lynne M. Day*  
Lynne M. Day - Notary Public  
My Commission expires 02/23/2012.

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(SECOND SUPPLEMENTAL FILING)

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## Schedule 1

COPYRIGHTS

None.

PATENTSU.S. Patent Applications

Bucyrus International, Inc.	Confidential <sup>1</sup>	61/098,437	09/19/2008
Bucyrus International, Inc.	Confidential	29/342,978	09/03/2009
Bucyrus International, Inc.	Confidential	29/342,980	09/03/2009
Bucyrus International, Inc.	Confidential	12/553,729	09/03/2009
Bucyrus International, Inc.	Confidential	12/557,119	09/10/2009
Bucyrus International, Inc.	Confidential	29/342,981	09/03/2009

TRADEMARKS

Bucyrus International, Inc.	LATCHFREE	U.S. Federal	REGISTERED Supplemental Register	77659457 29-JAN-2009	3735443 06-JAN-2010
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Bucyrus International, Inc.	CONTEL	Australia	REGISTRATION	1018183 08-SEP-2004	1018183 06-SEP-2004
Bucyrus International, Inc.	BUCYRUS	China	REGISTRATION	8418926 05-DEC-2007	8418926 14-MAR-2010

<sup>1</sup> Titles of unpublished U.S. patent applications have been redacted to preserve the confidential nature of the subject matter of the applications.



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Bucyrus International, Inc.	BUCYRUS	China	REGISTRATION	8418827 05-DEC-2007	8418827 14-MAR-2010
Bucyrus International, Inc.	BUCYRUS	China	UNPUBLISHED APPLICATION (PENDING)	6391928 21-NOV-2007	
Bucyrus International, Inc.	BUCYRUS	China	UNPUBLISHED APPLICATION (PENDING)	6391928 21-NOV-2007	
Bucyrus International, Inc.	BUCYRUS	China	REGISTRATION	5962916 26-MAR-2007	5962916 14-NOV-2009
Bucyrus International, Inc.	CONTEL	China	REGISTRATION	5962882 26-MAR-2007	5962882 28-FEB-2010
Bucyrus America, Inc.	JEFFREY	United States	REGISTRATION	74200404 03-SEP-1991	1743023 29-DEC-1992

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None.

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