

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		02/03/2011	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bucyrus Mining Equipment, Inc.		
<b>Street Address:</b>	1100 Milwaukee Avenue, P.O. Box 500		
<b>City:</b>	South Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53172		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0996057	TEXOMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(414) 271-2400		
<b>Email:</b>	ptomailmilwaukee@foley.com		
<b>Correspondent Name:</b>	Richard J. McKenna		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	777 E. Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5306		
<b>ATTORNEY DOCKET NUMBER:</b>	017330-0438		
<b>NAME OF SUBMITTER:</b>	Jill M. Schenk		
<b>Signature:</b>	/Jill M. Schenk/		

OP \$40.00 0996057

900183115

**TRADEMARK**  
 REEL: 004467 FRAME: 0278

Date:

02/03/2011

Total Attachments: 2

source=JPM Release#page1.tif

source=JPM Release#page2.tif

## PARTIAL RELEASE OF SECURITY INTEREST

This PARTIAL RELEASE OF SECURITY INTEREST (the "Release"), effective as of the date indicated below, is made by JPMORGAN CHASE BANK, N.A., a national banking association organized and existing under the laws of the United States of America, as administrative agent under the Credit Agreement (as defined below) ("Releasor"), in favor of BUCYRUS MINING EQUIPMENT, INC., a Delaware corporation ("Releasee"), solely with respect to the TEXOMA trademark (the "Mark"), and U.S. Reg. No. 996,057 therefor (the "Registration").

WHEREAS, BUCYRUS INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), entered into that certain Amended and Restated Credit Agreement, dated as of May 25, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with Releasor, as administrative agent (along with other parties);

WHEREAS, pursuant to the terms of the Credit Agreement, the Borrower (and other grantors party thereto) executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 4, 2007, in favor of the predecessor in interest to Releasor (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of that certain Assumption Agreement, dated as of February 17, 2010, Releasee agreed to become a party to the Guarantee and Collateral Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Releasee has granted a security interest in certain After-Acquired Intellectual Property (as defined in the Guarantee and Collateral Agreement) of Releasee, to Releasor, as administrative agent for the ratable benefit of the secured parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Releasee executed and delivered that certain After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing), dated as of February 19, 2010, in favor of Releasor (the "Third Intellectual Property Security Agreement"), which was recorded with the U.S. Patent and Trademark Office on March 9, 2010, at Reel/Frame No. 4164/0075; and

WHEREAS, Releasee intends to assign the Registration and Mark back to Terex Corporation, and has requested that Releasor release and discharge its security interest solely with respect to the Registration and the Mark that was granted to Releasor in respect of the Registration and the Mark pursuant to the Credit Agreement, the Guarantee and Collateral Agreement and the Third Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of the secured parties, solely with respect to the Registration and the Mark, hereby releases and discharges fully its security interest over the Registration and the Mark.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 3rd day of February, 2011.

**JPMORGAN CHASE BANK, N.A.**, as  
Administrative Agent

By: *Suzanne Egastolo*  
Name: *Suzanne Egastolo*  
Title: *Vice President*