

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.S.V., INC.		08/11/2011	CORPORATION: MINNESOTA
CMI TEREX CORPORATION		08/11/2011	CORPORATION: OKLAHOMA
GENIE INDUSTRIES, INC.		08/11/2011	CORPORATION: WASHINGTON
POWERSCREEN USA LLC		08/11/2011	LIMITED LIABILITY COMPANY: KENTUCKY
TEREX CORPORATION		08/11/2011	CORPORATION: DELAWARE
TEREX SOUTH DAKOTA, INC.		08/11/2011	CORPORATION: DELAWARE
TEREX USA, LLC		08/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent
<b>Street Address:</b>	ONE MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Registration Number:	3480136	ASV
Registration Number:	779412	BID-WELL
Registration Number:	1097927	ROTO-MILL
Registration Number:	1180839	HYDRA-MATION
Registration Number:	1468949	E-Z FOLD
Registration Number:	1711215	MAXIGRIND
Registration Number:	2045978	ROTA-VIBE
Registration Number:	1651334	GENIE

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Registration Number:	1654719	GENIE
Registration Number:	1670051	GENIE AWP
Registration Number:	2003107	IWP
Registration Number:	2004370	S
Registration Number:	2006102	Z
Registration Number:	2023489	SUPER TOWER
Registration Number:	2066366	SUPERLIFT CONTRACTOR
Registration Number:	2076560	SUPER HOIST
Registration Number:	2086891	SUPERLIFT
Registration Number:	2110747	DPL
Registration Number:	2160463	AWP
Registration Number:	2499795	MULLER MIXER
Registration Number:	2643845	RUNABOUT
Registration Number:	3130805	JIB-EXTEND
Registration Number:	3166032	XCHASSIS
Registration Number:	3260605	UGENIE
Registration Number:	3260606	UNLOCK HIDDEN SAVINGS
Registration Number:	3540392	
Registration Number:	1082309	CANICA
Registration Number:	1173925	SIMPLICITY
Registration Number:	377131	SIMPLICITY
Registration Number:	240943	SIMPLICITY
Registration Number:	2895470	GRUENDLER
Registration Number:	2142510	
Registration Number:	2149326	
Registration Number:	2156535	TEREX
Registration Number:	1112134	TELELECT
Registration Number:	1634652	HI-RANGER
Registration Number:	3473635	COMP-SELECT
Registration Number:	570504	AMERICAN
Registration Number:	723542	ROLLERCONCONE
Registration Number:	1072532	CEDARAPIDS
Registration Number:	1348905	RING HORSE
Registration Number:	1348906	RING HORSE
Registration Number:	1357654	CEDARWIRE

	1454903	STRETCH 20
Registration Number:	1465176	FASTACH
Registration Number:	1648013	COMPUCRUSH
Registration Number:	1900350	STRETCH 16
Registration Number:	1978640	WORKHORSE
Registration Number:	2221241	AMERICAN CRANE & TRACTOR PARTS INCORPORATED
Registration Number:	2992559	MVP
Registration Number:	2995147	COBRATRACK
Registration Number:	3125722	REMIX ANTI-SEGREGATION SYSTEM

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
 Phone: 301-638-0511  
 Email: ipresearchplus@comcast.net  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle  
 Address Line 2: attn: Penelope J.A. Agodoa  
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37334
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/23/2011

Total Attachments: 12  
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Additional Conveying Parties:

CMI TEREX CORPORATION, an Oklahoma Corporation

GENIE INDUSTRIES, INC., a Washington Corporation

POWERSCREEN USA LLC, a Kentucky Corporation

TEREX CORPORATION, a Delaware Corporation

TEREX-TELELECT, INC., a Delaware Corporation

TEREX USA, LLC, a Delaware Limited Liability Company

TRADEMARK SECURITY AGREEMENT dated as of August 11, 2011 (this "**Agreement**"), among TEREX CORPORATION ("**Terex**"), the subsidiaries of Terex listed on Schedule I hereto (the "**Subsidiaries**" and together with Terex, the "**Grantors**") and Credit Suisse AG, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 11, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Terex, the Subsidiary Guarantors party thereto and the Collateral Agent and (b) the Amended and Restated Credit Agreement dated as of August 5, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Terex, the subsidiaries party thereto (together with Terex, the "**Borrowers**") the Lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiaries are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule II, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

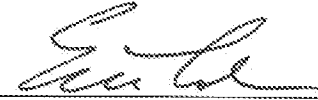
SECTION 5. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TEREX CORPORATION,


by



Name: ERIC I COHEN  
Title: Senior Vice President

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by



Name: ERIC I COHEN  
Title: Vice President

TEREX USA, LLC,

by Terex Corporation,  
its managing member,

by

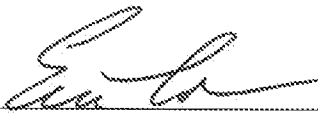


Name: ERIC I COHEN  
Title: Senior Vice President

POWERSCREEN USA LLC

by Powerscreen Holdings, Inc.,  
its managing member,

by



Name: ERIC I COHEN  
Title: Vice President

[Trademark Security Agreement Signature Page]

[[3298968]]

**TRADEMARK**  
**REEL: 004629 FRAME: 0206**



CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent,

by



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Name: **BILL O'DALY**  
Title: **DIRECTOR**



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Name: **Sanja Gazahi**  
Title: **Associate**

[Trademark Security Agreement Signature Page]

[[3298968]]

**TRADEMARK**  
**REEL: 004629 FRAME: 0207**

SCHEDULE I

Subsidiaries

A.S.V., INC.

CMI TEREX CORPORATION

GENIE INDUSTRIES, INC.

POWERSCREEN USA, LLC

TEREX USA, LLC

TEREX SOUTH DAKOTA, INC. (formerly known as TEREX-TELELECT, INC.)

SCHEDULE II

# A.S.V., Inc. U.S. Trademarks

ENTITY NAME	TITLE/MARK	REG NUMBER	REGISTRATION DATE	NEXT RENEWAL
A.S.V., INC.	ASV & Design	3480136	5-Aug-2008	5-Aug-2018

# CMI Terex Corporation US Trademarks

ENTITY NAME	MARK	REG. NO.	REGISTRATION DATE	NEXT RENEWAL
CMI Terex Corporation	BID-WELL Stylized	779412	3-Nov-1964	3-Nov-2014
CMI Terex Corporation	ROTO-MILL AND DESIGN	1097927	1-Aug-1978	1-Aug-2018
CMI Terex Corporation	HYDRA-MATION	1180839	8-Dec-1981	8-Dec-2011
CMI Terex Corporation	E-Z FOLD (Stylized)	1468949	15-Dec-1987	15-Dec-2017
CMI Terex Corporation	MAXIGRIND	1711215	1-Sep-1992	1-Sep-2012
CMI Terex Corporation	ROTA-VIBE	2045978	18-Mar-1997	18-Mar-2017

# Genie Industries, Inc. U.S. Trademarks

ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Genie Industries, Inc.	GENIE	1651334	23-Jul-1991	23-Jan-2012 (Grace Period)
Genie Industries, Inc.	GENIE	1654719	27-Aug-1991	27-Aug-2011
Genie Industries, Inc.	GENIE AWP	1670051	31-Dec-1991	31-Dec-2011
Genie Industries, Inc.	IWP	2003107	24-Sep-1996	24-Sep-2016
Genie Industries, Inc.	S (Stylized)	2004370	1-Oct-1996	1-Oct-2016
Genie Industries, Inc.	Z (Stylized)	2006102	8-Oct-1996	8-Oct-2016
Genie Industries, Inc.	SUPER TOWER	2023489	17-Dec-1996	17-Dec-2016
Genie Industries, Inc.	SUPERLIFT CONTRACTOR	2066366	3-Jun-1997	3-Jun-2017
Genie Industries, Inc.	SUPER HOIST	2076560	1-Jul-1997	1-Jul-2017
Genie Industries, Inc.	SUPERLIFT	2086891	12-Aug-1997	12-Aug-2017
Genie Industries, Inc.	DPL	2110747	4-Nov-1997	4-Nov-2017
Genie Industries, Inc.	AWP	2160463	26-May-1998	26-May-2018
Genie Industries, Inc.	MULLER MIXER & DESIGN	2499795	23-Oct-2001	23-Oct-2011
Genie Industries, Inc.	RUNABOUT	2643845	29-Oct-2002	29-Oct-2012
Genie Industries, Inc.	JIB-EXTEND	3130805	15-Aug-2006	15-Aug-2016
Genie Industries, Inc.	XCHASSIS	3166032	31-Oct-2006	31-Oct-2016
Genie Industries, Inc.	UGENIE	3260605	10-Jul-2007	10-Jul-2017
Genie Industries, Inc.	UNLOCK HIDDEN SAVINGS	3260606	10-Jul-2007	10-Jul-2017
Genie Industries, Inc.	Blue Aerial Platform Design (in color)	3540392	2-Dec-2008	2-Dec-2018

\* Substantially all of the above trademarks held by Genie Industries, Inc. are in the process of being transferred to Terex South Dakota, Inc. effective August 1, 2011. Assignment documents reflecting the change of assignee to Terex South Dakota, Inc. will be filed promptly after the Collateral Agent files with the United States Patent and Trademark Office and the transfer is completed.

## Powerscreen USA LLC Trademarks

ENTITY NAME	MARK	REG. NO.	REGISTRATION DATE	NEXT RENEWAL
POWERSCREEN USA LLC	CANICA	1082309	17-Jan-1978	17-Jan-2018
POWERSCREEN USA LLC	SIMPLICITY	1173925	20-Oct-1981	20-Oct-2011
POWERSCREEN USA LLC	SIMPLICITY (Stylized)	377131	16-Apr-1940	16-Apr-2020
POWERSCREEN USA LLC	SIMPLICITY (Stylized)	240943	10-Apr-1928	10-Apr-2018
POWERSCREEN USA LLC	GRUENDLER	2895470	19-Oct-2004	19-Oct-2014

## Terex Corporation U.S. Trademarks

ENTITY NAME	MARK	REG. NO.	REGISTRATION DATE	NEXT RENEWAL
TEREX CORPORATION	TEREX HOUSEMARK DESIGN	2,142,510	10-MAR-1998	10-MAR-2018
TEREX CORPORATION	TEREX HOUSEMARK DESIGN	2,149,326	7-APR-1998	7-APR-2018
TEREX CORPORATION	TEREX	2,156,535	12-MAY-1998	12-MAY-2018

## Terex-Telelect, Inc. U.S. Trademarks

ENTITY NAME	TITLE/MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex-Telelect, Inc.	TELELECT	1112134	30-Jan-1979	30-Jan-2019
Terex-Telelect, Inc.	HI-RANGER & Design	1634652	12-Feb-1991	12-Feb-2021
Terex-Telelect, Inc.	COMP-SELECT	3473635	22-Jul-2008	22-Jul-2018

\* Documents reflecting the change of name to Terex South Dakota, Inc. will be filed promptly after the Collateral Agent files with the United States Patent and Trademark Office.

## Terex USA, LLC U.S. Trademarks

ENTITY NAME	MARK	REG. NUMBER	REGISTRATION DATE	NEXT RENEWAL
Terex USA, LLC	AMERICAN	570504	17-Feb-1953	17-Feb-2013
Terex USA, LLC	ROLLERCONCONE	723542	7-Nov-1961	7-Nov-2011
Terex USA, LLC	CEDARAPIDS	1072532	6-Sep-1977	6-Sep-2017
Terex USA, LLC	RING HORSE	1348905	16-Jul-1985	16-Jul-2015
Terex USA, LLC	RING HORSE & Design	1348906	16-Jul-1985	16-Jul-2015
Terex USA, LLC	CEDARWIRE	1357654	3-Sep-1985	3-Sep-2015
Terex USA, LLC	STRETCH 20	1454903	1-Sep-1987	1-Sep-2017
Terex USA, LLC	FASTACH	1465176	17-Nov-1987	17-Nov-2017
Terex USA, LLC	COMPUCRUSH	1648013	18-Jun-1991	18-Dec-2011 (Grace Period)
Terex USA, LLC	STRETCH 16	1900350	20-Jun-1995	20-Jun-2015
Terex USA, LLC	WORK HORSE & Design	1978640	4-Jun-1996	4-Jun-2016
Terex USA, LLC	AMERICAN CRANE & TRACTOR PARTS INCORPORATED	2221241	2-Feb-1999	2-Feb-2019
Terex USA, LLC	MVP	2992559	6-Sep-2005	6-Sep-2015
Terex USA, LLC	COBRATRACK	2995147	13-Sep-2005	13-Sep-2015
Terex USA, LLC	REMIX ANTI- SEGREGATION SYSTEM	3125722	8-Aug-2006	8-Aug-2016