

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		03/08/2013	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Terex Corporation
Street Address:	200 Nyala Farm Road
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	CORPORATION: DELAWARE

Name:	CMI Terex Corporation
Street Address:	I-40 Morgan Road
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73128
Entity Type:	CORPORATION: OKLAHOMA

Name:	Terex USA, LLC
Street Address:	200 Nyala Farm Road
Internal Address:	c/o Terex Corporation
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1072532	CEDARAPIDS

TRADEMARK

Registration Number:	1465176	FASTACH
Registration Number:	3125722	REMIX ANTI-SEGREGATION SYSTEM
Registration Number:	1900350	STRETCH 16
Registration Number:	1454903	STRETCH 20

CORRESPONDENCE DATA

Fax Number: 4044200805
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-541-1145
Email: trademarks@pogolaw.com
Correspondent Name: Gretchen von Dwingelo/Bryan Cave LLP
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104-3300

ATTORNEY DOCKET NUMBER:	C057002.0322050
NAME OF SUBMITTER:	Gretchen E. von Dwingelo
Signature:	/Gretchen E. von Dwigelo/
Date:	03/08/2013

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 8, 2013 (this "**Release**"), among TEREX CORPORATION ("**Terex**"), the subsidiaries of Terex listed on the signature page hereto (the "**Subsidiaries**" and together with Terex, the "**Grantors**") and Credit Suisse AG, as Collateral Agent (in such capacity, the "**Collateral Agent**").

WHEREAS, reference is made to (a) the Amended and Restated 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, (b) the Amended and Restated Credit Agreement dated as of August 5, 2011, as amended by Amendment No. 1, dated as of October 12, 2012 (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 and (c) the Trademark Security Agreement, dated as of August 11, 2011, among Terex, the Subsidiary Guarantors party thereto and the Collateral Agent (the "**Security Agreement**");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Security Agreement, a security interest (the "**Security Interest**") in the Released Collateral (as hereinafter defined) was granted by Terex and the Subsidiaries to the Collateral Agent, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "**USPTO**") on the dates and at the reels and frames as set forth on Schedule I;

WHEREAS, Terex and certain of its subsidiaries have entered into an agreement pursuant to which they will sell (the "**Sale**") certain assets (including a portion of the Released Collateral) and have previously sold certain other Released Collateral in sales permitted under the Credit Agreement;

WHEREAS, Section 7.15(c) of the Guarantee and Collateral Agreement provides that upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not Terex or a Subsidiary Guarantor, the Security Interest in such Collateral shall be automatically released and that upon request of such Grantor, the Collateral Agent shall confirm such release in writing; and

WHEREAS, in order to enable Terex and its subsidiaries to consummate the Sale, the Grantors have advised the Collateral Agent that the Sale is permitted by the Credit Agreement and requested and do hereby request the Collateral Agent, to execute this Release to evidence the release of the Security Interest in the Released Collateral in accordance with the provisions of Section 7.15(c) of the Guarantee and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and

adequacy of which are hereby acknowledged, in accordance with the terms of the Guarantee and Collateral Agreement and the Security Agreement, the parties hereto hereby agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. *Released Collateral.* The term "**Released Collateral**," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature in and to (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 I, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office with respect thereto and all extensions or renewals thereof (the "**Released Trademarks**"); (b) all goodwill associated with or symbolized by the Released Trademarks; and (c) all assets, rights and interests that uniquely reflect or embody the Released Trademarks.

SECTION 3. *Release.* The Collateral Agent hereby releases the Security Interest in the Released Collateral.

SECTION 4. *Recordation.* The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Released Collateral.

SECTION 5. *Modification.* This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

SECTION 6. *Security Agreement.* Except with respect to the Released Collateral, the Security Agreement shall continue in full force and effect.

SECTION 7. *Counterparts.* This Release 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 Release by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Release.

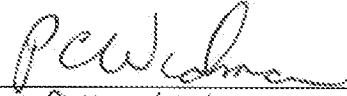
SECTION 8. *Applicable Law.* **THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of this page intentionally left blank]

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

TEREX CORPORATION,

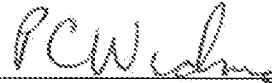
by



Name: Phillip Widman
Title: Senior Vice President

CMI TEREX CORPORATION

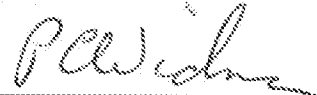
by



Name: Phillip Widman
Title: Vice President

TEREX USA, LLC

by




Name: Phillip Widman
Title: Manager

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

by


Name: BILL O'DALY
Title: DIRECTOR


Name:
Title: **Rahul Parmar**
Associate

Release of Security Interest in Trademarks

TRADEMARK
REEL: 004978 FRAME: 0750

SCHEDULE I

RELEASED COLLATERAL

US Trademarks

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Reel/Frame</u>	<u>Date Recorded</u>
CEDARAPIDS	1,072,532	4629/0199	9/23/11
FASTACH	1,465,176	4629/0199	9/23/11
REMIX ANTI- SEGREGATION	3,125,722	4629/0199	9/23/11
STRETCH 16	1,900,350	4629/0199	9/23/11
STRETCH 20	1,454,903	4629/0199	9/23/11

Schedule I to Release of Security Interest in Trademarks

RECORDED: 03/08/2013

TRADEMARK
REEL: 004978 FRAME: 0751