

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/18/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NACCO Materials Handling Group, Inc.		
Street Address:	5875 Landerbrook Drive, Suite 300		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44124-4069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3138454	FORTIS	
CORRESPONDENCE DATA			
Fax Number:	2149997919		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-220-7919		
Email:	jucooper@velaw.com		
Correspondent Name:	Julie H. Cooper		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	BAN177/32011		
NAME OF SUBMITTER:	Julie H. Cooper		
Signature:	/julie h cooper/		

OP \$40.00 3138454

Date:

12/30/2013

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 18, 2013 ("Release"), is made by Bank of America, N.A. ("Administrative Agent") in favor of NACCO Materials Handling Group, Inc. ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 22, 2012 (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of June 22, 2012 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 26, 2012 at Reel 4808 Frame 0563.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates the Notice and terminates, cancels, discharges, re-pledges, reassigns and releases the security interest it has against the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the Trademarks, Trademark Licenses and Trademark applications listed on Schedule A attached hereto;

(b) if and to the extent the Administrative Agent has acquired any right, title or interest in, to or under any Trademarks, Trademark Licenses, or Proceeds of the foregoing, assigns, transfers, conveys and delivers such right, title or interest to the Grantor;

(c) agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense; and

(d) authorizes and request that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Grantor's sole expense.

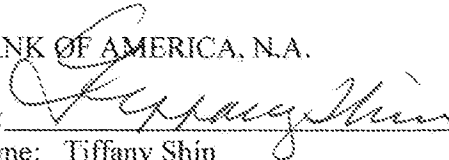
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

By: 
Name: Tiffany Shin
Title: Assistant Vice President

Schedule A
U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
FORTIS	3138454	9/5/06