
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): February 16, 2012

MANITEX INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in Charter)

Michigan
**(State or Other Jurisdiction
of Incorporation)**

001-32401
**(Commission
File Number)**

42-1628978
**(IRS Employer
Identification No.)**

9725 Industrial Drive, Bridgeview, Illinois 60455
(Address of Principal Executive Offices) (Zip Code)

(708) 430-7500
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.***Company and Comerica Bank Amend Credit Agreement to increase the Company's borrowing capacity.***

Manitex International, Inc. (the "Company") currently has a U.S. credit facility with Comerica Bank ("Comerica"). On February 16, 2012, the Company and Manitex, Inc., a subsidiary of the Company, and Comerica executed Amendment No. 8 to the Second Amended and Restated Credit Agreement and Amendment to Revolving Credit Note (the "Amendment"). The principal purpose of the Amendment was to increase the Revolving Credit Maximum Amount from \$22.5 million to \$27.5 million. The Amendment also provides that Comerica is to receive a non-refundable amendment fee of \$25,000.

The Amendment also increases the face amount of Master Revolving Note in the principal amount of \$22.5 million dated June 29, 2011 by and between, Manitex, Inc. and Comerica Bank to \$27.5 million.

The above summary of the Amendment is qualified in its entirety by reference to a copy of the Amendment attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Also, attached as Exhibit 99.1 to this Current Report on Form 8-K is a press release announcing the increase in the Company's revolving credit facility.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off- Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.**(a) *Financial Statements of Businesses Acquired.***

Not applicable.

(b) *Pro Forma Financial Information.*

Not applicable.

(c) *Shell Company Transactions.*

Not applicable.

(d) *Exhibits.*

See the Exhibit Index set forth below for a list of exhibits included with this Current Report on Form 8-K.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MANITEX INTERNATIONAL, INC.

By: /s/ David H. Gransee

Name: David H. Gransee

Title: Vice President and Chief Financial
Officer

Date: February 17, 2011

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 8 to Second Amended and Restated Credit Agreement and Amendment to Revolving Credit Note
99.1	Press release date February 16, 2012

**AMENDMENT NO. 8 TO SECOND AMENDED
AND RESTATED CREDIT AGREEMENT AND AMENDMENT
TO REVOLVING CREDIT NOTE**

THIS AMENDMENT, dated as of February 16, 2012, by and between Manitex International, Inc., a Michigan corporation formerly known as Veri-Tek International, Corp., and Manitex Inc., a Texas corporation (the "Companies", and individually a "Company"), and Comerica Bank ("Bank").

WITNESSETH:

WHEREAS, Companies and Bank entered into that certain Second Amended and Restated Credit Agreement dated April 11, 2007, as amended (the "Agreement"); and

WHEREAS, Companies and Bank wish to amend the Agreement and the Revolving Credit Note dated June 29, 2011, executed pursuant to the Agreement;

NOW, THEREFORE, Companies and Bank agree as follows:

1. The definition of "Revolving Credit Maximum Amount" is amended by deleting the figure Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000) where it appears therein and replacing it with the figure Twenty-Seven Million Five Hundred Thousand Dollars (\$27,500,000).

2. Subsection (c) of the definition of "Eligible Account" is amended to read as follows:

- (c) (i) it arises from the sale or lease of goods and such goods have been shipped or delivered to the Account Debtor under such Account, or it arises from services rendered and such services have been performed; or
- (ii) it is on "Bill and Hold" terms, subject to documentation satisfactory to Bank in its sole discretion; provided, however, the aggregate amount of such accounts does not exceed \$7,000,000 (pre-margin);

3. The Revolving Credit Note is amended to confirm to the Agreement so that the face amount thereof is now \$27,500,000.

4. This Amendment may be executed in counterparts, of which this is one, all of which shall constitute one and the same instrument.

5. Except as modified hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

6. Each Company hereby represents and warrants that, after giving effect to the amendment contained herein, (a) execution, delivery and performance of this Amendment and any other documents and instruments required under this Amendment or the Agreement are within such Company's corporate powers, have been duly authorized, are not in contravention of law or the terms of such Company's Articles of Incorporation or Bylaws, and do not require the consent or approval of any governmental body, agency, or authority; and this Amendment and any other documents and instruments required under this Amendment or the Agreement, will be valid and binding in accordance with their terms; (b) the continuing representations and warranties of such Company set forth in Sections 7.1 through 7.15 of the Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof; (c) no Default or Event of Default has occurred and is continuing as of the date hereof.

7. This Amendment shall be effective upon (a) execution of this Amendment by Companies and Bank and (b) payment by the Companies to Bank of a non-refundable amendment fee in the amount of \$25,000.

WITNESS the due execution hereof as of the day and year first above written.

BANK:

COMERICA BANK

By: James Q. Goudie _____

Its VP & AGM _____

COMPANIES:

MANITEX INTERNATIONAL, INC.

By: David H. Gransee _____

Its: VP & CFO _____

MANITEX, INC.

By: David H. Gransee _____

Its: VP & CFO _____

**Manitex International, Inc. Announces
\$5 million Expansion to its US Credit Facility**

BRIDGEVIEW, Ill., February 16, 2012 /PRNewswire-FirstCall/ — Manitex International, Inc. (Nasdaq: MNTX), a leading provider of engineered lifting solutions including boom truck cranes, rough terrain forklifts, container handling equipment and special mission oriented vehicles, announced today that it was notified by Comerica Bank, that it has been approved for an extension of its credit facility from \$22.5 million to \$27.5 million, effective February 16, 2012. Substantially all other terms of the agreement remain the same, including the expiration date of April 1, 2015.

Andrew Rooke, Chief Operating Officer, commented, “As we previously reported, the strong demand underlying the rise in our backlog has resulted in increasing production at several facilities within our North American operations. This newly increased credit availability will ensure that we have sufficient working capital to sustain these production increases and continue to meet customer demand for our products. Comerica has maintained a clear understanding of our business needs and we appreciate their continued support, as we continue to execute our growth strategy for Manitex International.”

Additional information pertaining to the amendment to the credit facility will be provided on Form 8K, which will be filed shortly and available at www.sec.gov.

About Manitex International, Inc.

Manitex International, Inc. is a leading provider of engineered lifting solutions including cranes, reach stackers and associated container handling equipment, rough terrain forklifts, indoor electric forklifts and special mission oriented vehicles, including parts support. Our Manitex subsidiary manufactures and markets a comprehensive line of boom trucks and sign cranes through a national and international dealership network. Our boom trucks and crane products are primarily used in industrial projects, energy exploration and infrastructure development, including roads, bridges, and commercial construction. Additionally, Badger Equipment Company, a subsidiary located in Winona, Minnesota, manufactures specialized rough terrain cranes and material handling products. Badger primarily serves the needs of the construction, municipality, and railroad industries. Our Italian subsidiary, CVS Ferrari, srl, designs and manufactures a range of reach stackers and associated lifting equipment for the global container handling market, which is sold through a broad dealer network. Our Manitex Liftking subsidiary is a provider of material handling equipment including the Noble straight-mast rough terrain forklift product line, Lowry high capacity cushion tired forklift and Schaeff electric indoor forklifts as well as specialized carriers, heavy material handling transporters and steel mill equipment. Manitex Liftking’s rough terrain forklifts are used in both commercial and military applications. Our subsidiary, Manitex Load King located in Elk Point, South Dakota is a manufacturer of specialized engineered trailers and hauling systems, typically used for transporting heavy equipment.

— more —

Our Crane and Machinery division is a Chicago based distributor of cranes including Terex truck and rough terrain cranes, Fuchs material handlers and our own Manitex product line. Crane and Machinery provides after market service in its local market as well as being a leading distributor of OEM crane parts, supplying parts to customers throughout the United States and internationally. The division also provides a wide range of used lifting and construction equipment of various ages and conditions, and has the capability to refurbish the equipment to the customer's specifications.

Forward-Looking Statement

Safe Harbor Statement under the U.S. Private Securities Litigation Reform Act of 1995: This release contains statements that are forward-looking in nature which express the beliefs and expectations of management including statements regarding the Company's expected results of operations or liquidity; statements concerning projections, predictions, expectations, estimates or forecasts as to our business, financial and operational results and future economic performance; and statements of management's goals and objectives and other similar expressions concerning matters that are not historical facts. In some cases, you can identify forward-looking statements by terminology such as "anticipate," "estimate," "plan," "project," "continuing," "ongoing," "expect," "we believe," "we intend," "may," "will," "should," "could," and similar expressions. Such statements are based on current plans, estimates and expectations and involve a number of known and unknown risks, uncertainties and other factors that could cause the Company's future results, performance or achievements to differ significantly from the results, performance or achievements expressed or implied by such forward-looking statements. These factors and additional information are discussed in the Company's filings with the Securities and Exchange Commission and statements in this release should be evaluated in light of these important factors. Although we believe that these statements are based upon reasonable assumptions, we cannot guarantee future results. Forward-looking statements speak only as of the date on which they are made, and the Company undertakes no obligation to update publicly or revise any forward-looking statement, whether as a result of new information, future developments or otherwise.

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