

09-29-2000



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9-29-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

10/02/2000 MTHA11 00000298 500709 75383277

01 FC:481 40.00 CH
02 FC:482 125.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002123 FRAME: 0327

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

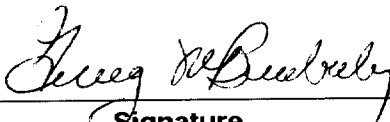
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing



Signature

September 29, 2000

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, Pak-Mor Manufacturing Company ("Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Banc of America Commercial Finance Corporation, through its Commercial Funding Division ("Grantee") are parties to a Loan and Security Agreement dated the date hereof (as may be amended and in effect from time to time hereafter, the "Loan Agreement"), providing for extension of credit to Grantor by Grantee; and

WHEREAS, Grantor hereby grants to Grantee, a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 17th day of September 1999.

Acknowledged:

Grantee:

BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION, through its
COMMERCIAL FUNDING DIVISION

By: R.A. Simons
Name: Richard A. Simons
Title: SVP

Grantor:

PAK-MOR MANUFACTURING COMPANY

By: Jimmie V. Thurmond, III
Jimmie V. Thurmond, III
Vice President

9103.100:87464.04

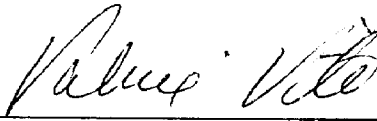
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002123 FRAME: 0330

ACKNOWLEDGMENT

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

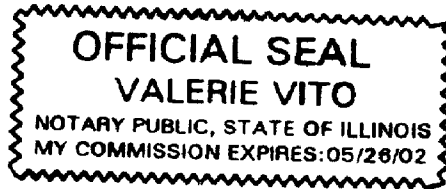
On the 7th day of September 1999, before me personally appeared Jimmie V. Thurmond, III, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instruments, and who being by me duly sworn, did depose and say that he is the Vice President of Pak-Mor Manufacturing Company, the corporation described in and which executed the foregoing instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public in and for said County and State

My commission expires:

5/24/02



**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Trademarks

Trademark

Registration Number

Date of Filing

[See Attached]

**PAK-MOR MANUFACTURING COMPANY - INTELLECTUAL PROPERTY
ACTIVE TRADEMARKS
AUGUST 24, 1999**

FILE NO.	COUNTRY	TITLE	GOODS	APPL. NO.	FILING DATE	REG. NO.	ISSUE DATE	STATUS
M38596 1115605301	U.S.	CURBLINER	Truck vehicle bodies with refuse container handling machines sold as a unit Class 12	383899	11/03/97			Statement of Use or Request for Extension of Time due 9/2/99
M108691D 1115605202	U.S.	LOAD LINER	Truck vehicle bodies with refuse container handling machines sold as a unit Class 12	383277	11/03/97			Statement of Use or Request for Extension of Time due 9/9/99

:::ODMA\PCDOCS\DAL\LAS166229\1 August 24, 1999 (9:32am)

**PAK-MOR MANUFACTURING COMPANY - INTELLECTUAL PROPERTY
ACTIVE TRADEMARKS
AUGUST 24, 1999**

FILE NO.	COUNTRY	TITLE	GOODS	APP. NO.	FILING DATE	REG. NO.	ISSUE DATE	STATUS
MO1372MX 1115604906	MEXICO	PAK-MOR	Truck bodies and trailers for refuse collection Class 12	220908	01/04/95	539166	12/19/96	Proof of Use due 12/19/99 Renewal due 1/4/05
MO1372UO 1115604909	URUGUAY	PAK-MOR and Design	Truck bodies and trailers for refuse collection <i>rough translation</i> Class 12			299687	01/12/57	Renewal due 11/18/07
MO1372VZ 1115604910	VENEZUELA	PAK-MOR and Design	Truck bodies and trailers for refuse collection <i>rough translation</i> Class 19			35211	09/15/58	Renewal due 9/15/03
MO1512 1115605001	U.S.	LO BOYI; and Design	Garbage and refuse collection trucks and trailers Class 12	066076	01/19/59	695955	04/12/60	Renewal due 4/12/00
MO2012 1115605101	U.S.	SANITATION FOR THE NATION PAK-MOR MANUFACTURING COMPANY and Design	Refuse handling vehicles Class 12	093854	07/19/76	1099415	08/15/78	Renewal due 8/15/08

**PAK-MOR MANUFACTURING COMPANY - INTELLECTUAL PROPERTY
ACTIVE TRADEMARKS
AUGUST 24, 1999**

FILE NO.	COUNTRY	TITLE	GOODS	APPL. NO.	FILING DATE	REG. NO.	ISSUE DATE	STATUS
M01371 11156/04801	U.S.	PAK-MOR	Garbage disposal body mounted on truck chassis Class 12	669720	07/08/54	618118	12/27/55	Renewal due 12/27/05
M01372 11156/04901	U.S.	PAK-MOR and Design	Garbage disposal body mounted on truck chassis Class 7	593137	02/27/50	540243	03/27/51	Renewal due 3/27/01
M01372BZ 11156/04903	BRAZIL	PAK-MOR and Design	Garbage disposal body mounted on truck chassis <i>rough translation</i> Class 7			001980920	07/17/57	Renewal due 7/17/07
M01372CI 11156/04904	CHILE	PAK-MOR and Design	Metal packaging Class 6 Garbage disposal body mounted on truck chassis; vehicles in general; their parts and accessories; tires <i>rough translation</i> Class 12			452703	10/20/55	Renewal due 11/9/05