

FORM PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
 1-31-92 **TRADEMARKS ONLY** Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):
 Southern Recycling, L.L.C.
 4801 Florida Ave.
 New Orleans, LA 70130

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation -- State: _____
<input checked="" type="checkbox"/>	Other: Louisiana Limited Liability Company
<input type="checkbox"/>	Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):
 Fleet Capital Corporation
 5950 Sherry Lane, Suite 300
 Dallas, Texas 75225

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: Rhode Island
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Receiving Party(ies) Attached

3. Nature of Conveyance:

<input type="checkbox"/>	Assignment
<input checked="" type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other: _____

Execution Date: 3/12/2003

4. Application Number(s) or Registration Number(s):
 1,616,107

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Lisa R. Hemphill
 Gardere Wynne Sewell LLP
 1601 Elm Street, Suite 3000
 Dallas, Texas 75201-4761

214-999-4682 - Telephone
 214-999-4867 -- Facsimile
 E-Mail lhempbill@gardere.com

6. Total Number of Applications and Registrations Involved:

7. Total Fee (37 CFR 3.41): \$ 40.00

<input type="checkbox"/>	Previously submitted
<input checked="" type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Lisa R. Hemphill
 Lisa R. Hemphill
 March 20, 2003 Date

Document sent via facsimile to 703-306-5995.

Mail To: Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, D.C. 20231 Total # of Pages Including This Cover Sheet: 6

EXECUTION VERSION**TRADEMARK SECURITY AGREEMENT**

WHEREAS, SOUTHERN RECYCLING, L.L.C., SOUTHERN SCRAP MATERIAL CO., L.L.C., SOUTHERN SCRAP RECYCLING MORGAN CITY, L.L.C., AUTO SHRED RECYCLING, L.L.C., SSX, L.C., RESOURCE RECYCLING, L.L.C., SOUTHERN RECYCLING SALES, L.L.C., each a Louisiana limited liability company (each a "Borrower" and collectively, the "Borrowers") and FLEET CAPITAL CORPORATION, a Rhode Island corporation, as lender ("Lender") are parties to a Loan and Security Agreement dated as of February 14, 2003 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to Borrowers by Lender pursuant to the Loan and Security Agreement;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Southern Scrap Material Co., L.L.C., a Louisiana limited liability company ("Pledgor") is obligated to secure the prompt payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to Lender a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations and all other amounts owing by any Borrower under the Loan and Security Agreement. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to Lender a continuing security interest in all of its respective 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, together with any reissues, continuations or extensions thereof, including, without limitation, each Trademark, Trademark registration and Trademark application 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 Pledgor 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 Lender pursuant to the Loan and Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).
- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.


Terms not otherwise defined herein, shall have the same meanings as in the Loan and Security Agreement.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of March 12, 2003.

PLEDGOR:


SOUTHERN SCRAP MATERIAL CO., L.L.C.,
a Louisiana limited liability company

By: SOUTHERN RECYCLING, L.L.C.,
a Louisiana limited liability company
its sole member

By: 
Name: Edward L. Dieffenthal
Title: Chief Executive Officer

Acknowledged:

FLEET CAPITAL CORPORATION, as Lender

By: 
Name: Joy L. Bartholomew
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF LOUISIANA §
 §
PARISH OF ORLEANS §

On the 12th day of March, 2003, before me personally appeared Edward L. Diefenthal, 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 instrument as Chief Executive Officer of Southern Recycling, L.L.C., a Louisiana limited liability company, sole member of Southern Scrap Material Co., L.L.C., who being by me duly sworn, did depose and say that he is Chief Executive Officer of Southern Recycling, L.L.C., the limited liability company which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company as sole member of Southern Scrap Material Co., L.L.C.; that he signed his name thereto by like authority; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

(Seal)



Notary Public in and for the State of Louisiana

My commission expires: AT DEATH

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
LOGO OF THREE ARROWS FORMING THREE CIRCLES	US	1,616,107	10/2/1990

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
NONE			

FOREIGN TRADEMARK REGISTRATIONS

NONE

FOREIGN TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE

UNREGISTERED TRADEMARKS

NONE