



**Trademarks & Trademark Applications:  
Galbreath Incorporated**

<b>Registered Trademarks</b>	<b>Registration No.</b>	<b>Registration Date</b>
RIGHTHOOK	1,957,439	2/20/96
RIGHTHOOK and Design	1,957,440	2/20/96
GALBREATH and Design	1,796,654	10/15/93
CAN-LOCK	2,231,590	3/16/99

<b>Trademark Applications</b>	<b>Application No.</b>	<b>Application Date</b>
HOOK-IT	78/337,535	12/8/03
REVOLUTION	76/613,228	9/27/04

**EXECUTION VERSION**

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***TRADEMARK SECURITY AGREEMENT***

dated as of

November 9, 2004

by

WASTEQUIP MANUFACTURING COMPANY,

WQD, INC.,

CUSCO FABRICATORS, INC.,

GALBREATH INCORPORATED,

PARTS PLACE, INC.,

and

KEYBANK NATIONAL ASSOCIATION,

*as Agent,*

*as Secured Party*

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 9, 2004 is made by and among WASTEQUIP MANUFACTURING COMPANY, an Ohio corporation ("WQMC"), WQD, INC., an Ohio corporation ("WQD"), CUSCO FABRICATORS, INC., an Ohio corporation ("Cusco"), GALBREATH INCORPORATED, an Indiana corporation ("Galbreath"), PARTS PLACE, INC., a Delaware corporation ("Parts Place"), (WQMC, WQD, Cusco, Galbreath, Parts Place, each together with their successors and assigns, a "Borrower" and jointly and severally, the "Borrowers"), the financial institutions listed on the signature pages hereof (together with their respective successors and assigns, collectively the "Lenders" and individually a "Lender"), and KEYBANK NATIONAL ASSOCIATION, a national banking association, ("KeyBank"), as agent for itself and the other Lenders from time to time a party to the Credit Agreement referred to below (herein in such capacity, together with its successors and assigns, the "Secured Party").

WHEREAS, the Borrowers and Wastequip, Inc., an Ohio corporation (together with the Borrowers, the "Credit Parties" and each individually a "Credit Party") have entered into the Credit Agreement, dated as of November 9, 2004, with the financial institutions named therein as Lenders and KeyBank as Agent for the Lenders thereunder (herein, as amended or modified from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for certain Loans, Letters of Credit to be made available by the Lenders and the Issuing Bank, respectively, to the Borrowers from time to time.

WHEREAS, to induce the Secured Party and the Lenders to enter into the Credit Agreement with the Borrowers and to make Loans and other credit facilities available thereunder, the Borrowers have agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all obligations of the Credit Parties in respect of the Loans and other credit facilities made available under the Credit Agreement, the Notes, the Security Documents (including this Agreement), the other Loan Documents, and any other note or notes from time to time evidencing such Loans and (ii) any and all other amounts from time to time payable by the Credit Parties to the Lenders or the Secured Party under the Credit Agreement, the Security Documents (including this Agreement), the Notes or the other Loan Documents (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "Secured Obligations").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other credit facilities available to the Borrowers pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

- 1. **Certain Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement).

2. **Assignment and Grant of Security Interest.** As security for the prompt payment and performance of the Secured Obligations, the Borrowers hereby assign, transfer, convey and grant to the Secured Party, for the ratable benefit of the Lenders and other holders of the Secured Obligations, a security interest in, a general lien upon and/or a right of set-off against (whether now or hereafter owned by the Borrowers and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Borrowers in and to the following (hereafter collectively called the "*Collateral*"):

a. Trademarks

i. all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

ii. all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

iii. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

iv. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues, extensions and renewals of any of the foregoing;

vii. all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Borrowers in, on or about any of their plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of their plants; and all accounting information pertaining to operations in, on or about any of their plants and all media in which or on which all of the information or knowledge or data or records relating to their plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as

necessary" basis);

- viii. all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- ix. all rights to sue for past, present or future infringements of any of the foregoing;
- x. all goodwill related to any of the foregoing;
- xi. to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code of the State of Ohio) of the Borrowers related to the foregoing; and
- xii. all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all items listed in paragraph 1.a.i-xii above.

b. Unless an Event of Default has occurred and is continuing, the Secured Party hereby grants to the Borrowers, without representation or warranty of any kind, express or implied, the exclusive, nontransferable right and license to use the Collateral, for the Borrowers' own benefit and account. The Borrowers agree not to sell or assign their interest in, or grant any sublicense under, the license granted to the Borrowers in this paragraph, without the prior written consent of the Secured Party. Upon the occurrence and during the continuance of any Event of Default, the Borrowers' license with respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to the Borrowers of such termination, and the Secured Party shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

3. **Continuing Liability.** The Borrowers hereby expressly agree that, anything herein to the contrary notwithstanding, they shall remain liable under each license, interest and obligation assigned to the Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Secured Party shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Secured Party or the receipt by the Secured Party of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Borrowers thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at

any time or times.

**4. Remedies.** If an Event of Default has occurred and is continuing, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Borrowers expressly agree that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Borrowers or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Secured Party shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations ratably according to the respective amounts (which in the case of Secured Obligations other than Loans shall mean the amount due on the date of distribution) of such Secured Obligations, the Borrowers remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Secured Party shall remit any surplus net proceeds to the Borrowers (or their successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Borrowers, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrowers waive all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. The Borrowers agree that the Secured Party need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

**5. Grant of License to Use Intangibles.** For the purpose of enabling the Secured Party to exercise rights and remedies under Section 4 hereof at such time as the Secured Party, without regard to this Section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Borrowers hereby grant to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Borrowers) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Borrowers, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**6. Covenants Regarding Trademark Collateral.**

(a) The Borrowers shall notify the Secured Party immediately if they know or have reason to know that any material application or registration relating to any Trademark may

become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Borrowers' ownership of any Trademark which is material to the conduct of the Borrowers' business, its right to register the same, or to keep and maintain the same.

(b) In no event shall the Borrowers, either by themselves or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless they promptly inform the Secured Party, and, upon request of the Secured Party, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to evidence the Secured Party's security interest in such application and Trademark and the Intangible Assets, including, without limitation, the goodwill of the Borrowers, relating thereto or represented thereby.

(c) The Borrowers shall take all necessary actions, including, without limitation, in any proceeding before the United States Patent and Trademark Office, to maintain and pursue each material application (and to obtain the relevant registration) and to maintain each material registration of the Trademarks, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(d) In the event that any of the material Trademark Collateral is infringed, misappropriated or diluted by a third party, the Borrowers shall notify the Secured Party promptly after they learn thereof and shall, unless the Borrowers shall reasonably determine that such Trademark Collateral is not material to the conduct of the Borrowers' business or that the nature of the infringement is not such as to warrant any action against the third party, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as the Borrowers shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral.

7. **Use and Protection of Copyright and Trademark Collateral.** Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Secured Party shall from time to time execute and deliver, upon the written request of the Borrowers, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of the Borrowers to permit the Borrowers to continue to exploit, license, use, enjoy and protect the Copyrights and Trademarks.

8. **Further Identification of Collateral.** The Borrowers will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

9. **Representations and Warranties, etc.** The Borrowers agree that they will, at their expense, forever warrant and, at the Secured Party's reasonable request, defend the Secured Party's



and the Borrowers' respective interests in the Collateral from any and all claims and demands of any other person that it will not grant, create or permit to exist any Lien upon or security interest in the Collateral in favor of any other person except as expressly permitted under Section 7.02 of the Credit Agreement. Each Borrower represents and warrants to the Secured Party that:

(a) such Borrower has full power, authority and legal right and capacity to incur and perform its obligations hereunder,

(b) this Agreement constitutes the legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and by general principles of equity (whether considered in a proceeding at law or in equity),

(c) the making and performance by such Borrower of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, such as applicable, (or equivalent organizational documents) and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Secured Party) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to such Borrower or to any of its assets to which such Borrower is a party or by which such Borrower or any of its assets may be bound or affected,

(d) so long as the Secured Obligations remain outstanding, such Borrower at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and

(e) this Agreement grants to the Secured Party a first priority lien upon and in the Collateral subject to no lien or security interest except as expressly permitted under Section 7.02 of the Credit Agreement.

10. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 10.04 of the Credit Agreement.

11. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **No Waiver; Cumulative Remedies.** The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one

occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

13. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

14. **Limitations by Law.** All rights, remedies and powers provided by Sections 3 and 4 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

15. **Successors and Assigns.** This Agreement shall be binding upon the Borrowers and the Secured Party and their respective successors and assigns and shall inure to the benefit of the Borrowers, the Secured Party and the Lenders and their respective successors and assigns, and nothing herein or in the Credit Agreement or any other Security Document or Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document or Loan Document.

16. **Termination and Reassignment.** The Secured Party agrees that upon the termination or expiration of the Credit Agreement and the Security Documents and the payment in full of all the Secured Obligations (other than contingent indemnity obligations), the Secured Party will, if there are no remaining Commitments or Letter of Credit Commitments outstanding, upon the request and at the expense of the Borrowers execute all such documents as may be reasonably requested by the Borrowers to release the security interests created hereby and to reassign (without representation or warranty) to the Borrowers the Borrowers' trademark and other rights assigned hereby.

17. **Reference to Separate Security Agreement.** This Agreement has been entered into by the Borrowers and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Borrowers, as debtor, and the Secured Party, as secured party for the benefit of the Lenders and other holders of Secured Obligations (as defined therein). In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

18. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Ohio.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

20. **Jury Trial Waiver.** THE BORROWERS AND THE SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE SECURED PARTY AND THE BORROWERS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**WASTEQUIP MANUFACTURING COMPANY**

By: *Richard Garcia*  
Name: Richard Garcia  
Title: Treasurer and CFO

**WQD, INC**

By: *Richard Garcia*  
Name: Richard Garcia  
Title: Treasurer and CFO

**CUSCO FABRICATORS, INC.**

By: *Richard Garcia*  
Name: Richard Garcia  
Title: Treasurer and CFO

**GALBREATH INCORPORATED**

By: *Richard Garcia*  
Name: Richard Garcia  
Title: Treasurer and CFO

**PARTS PLACE, INC.**

By: *Richard Garcia*  
Name: Richard Garcia  
Title: Treasurer and CFO

**KEYBANK NATIONAL ASSOCIATION**  
as a Lender, Agent and as Secured Party

By: *Christine A. Schoaf*

Name: Christine A. Schoaf

Title: Vice President

**Schedule A**  
to  
**Trademark Security Agreement**

**I. TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.**

<u>Holder</u>	<u>Trademark or Application</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Registration or Application Date</u>
Wastequip Manufacturing Company	"A" and Design	USA	1,123,935	8/14/79
Wastequip Manufacturing Company	WASTE SHUTTLE (Possibly Abandoned)	USA	1,441,766	6/9/87
Wastequip Manufacturing Company	WASTE-QUIP and Design	USA	1,866,004	12/6/94
Wastequip Manufacturing Company	SMART STEEL	USA	2,189,925	9/15/98
Galbreath Incorporated	RIGHTHOOK	USA	1,957,439	2/20/96
Galbreath Incorporated	RIGHTHOOK and Design	USA	1,957,440	2/20/96
Galbreath Incorporated	GALBREATH and Design	USA	1,796,654	10/15/93
Galbreath Incorporated	CAN-LOCK	USA	2,231,590	3/16/99
Galbreath Incorporated	HOOK-IT	USA	78/337,535	12/8/03
Galbreath Incorporated	REVOLUTION	USA	76/613,228	9/27/04

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