

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Release

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Key Corporate Capital Inc.		07/15/2005	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Wastequip Manufacturing Company
<b>Street Address:</b>	25800 Science Park Drive Suite 140
<b>City:</b>	Beachwood
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44122
<b>Entity Type:</b>	CORPORATION: OHIO

<b>Name:</b>	Galbreath Incorporated
<b>Street Address:</b>	P.O. Box 220, Rosser Drive
<b>City:</b>	Winamac
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46996
<b>Entity Type:</b>	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1123935	A
Registration Number:	1441766	WASTE SHUTTLE
Registration Number:	1866004	WASTEQUIP
Registration Number:	1957439	RIGHTHOOK
Registration Number:	1957440	RIGHTHOOK
Registration Number:	1796654	GALBREATH
Registration Number:	2231590	CAN-LOCK
Serial Number:	78337535	HOOK-IT

OP \$215.00 1123935

CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Julie L. Dalke

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	07/15/2005

Total Attachments: 4  
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**TRADEMARK RELEASE**

This Trademark Release is made as of this 15<sup>th</sup> day of July, 2005, by **KEY CORPORATE CAPITAL INC.**, a Michigan corporation, ("**Key**"), 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**").

**WITNESSETH**

WHEREAS, the Borrowers referred to below and Wastequip, Inc., an Ohio corporation (together with the Borrowers, the "**Credit Parties**" and each individually a "**Credit Party**") were parties to a Credit Agreement, dated as of December 6, 1999, with the financial institutions named therein as Lenders and Key as agent for the Lenders thereunder (herein, as amended or modified from time to time, the "**Credit Agreement**").

WHEREAS, **WASTEQUIP MANUFACTURING COMPANY**, an Ohio corporation ("**WQMC**"), **WQD, INC.**, an Ohio corporation ("**WQD**"), and **CUSCO FABRICATORS, INC.**, an Ohio corporation ("**Cusco**") and Secured Party were parties to a Patent and Trademark Security Agreement, dated as of December 6, 1999 in connection with the Credit Agreement pursuant to which WQMC, WQD and Cusco granted to the Secured Party, for the benefit of the Lenders, a security interest in the trademarks set forth on Schedule A hereto (the "**Wastequip Trademarks**").

WHEREAS, **GALBREATH INCORPORATED**, an Indiana corporation ("**Galbreath**"), (WQMC, WQD, Cusco and Galbreath, each together with their successors and assigns, a "**Borrower**" and jointly and severally, the "**Borrowers**") and Secured Party were parties to a Patent and Trademark Security Agreement, dated as of July 20, 2000 in connection with the Credit Agreement pursuant to which Galbreath granted to the Secured Party, for the benefit of the Lenders, a security interest in the trademarks set forth on Schedule A hereto (the "**Galbreath Trademarks**", and together with the Wastequip Trademarks, the "**Trademarks**").

WHEREAS, the Secured Party wishes to release and restore all right, title and interest in and to the Trademarks to the applicable Borrower and to dissolve any and all liens and encumbrances in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party, for recording purposes, hereby releases, discharges, quit claims and relinquishes unto the applicable Borrower all of Secured Party's right, title and interest in and to the Trademarks granted to the Secured Party by the Borrowers pursuant to the Patent and Trademark Security Agreements referred to above.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

**KEY CORPORATE CAPITAL INC.,**  
as Secured Party

By: Christine A. Schopf  
Name: CHRISTINE A SCHOPF  
Title: VICE PRESIDENT

STATE OF OHIO                    )  
  ) ss.:  
COUNTY OF CUYAHOGA        )

On this 14<sup>th</sup> day of July, 2005, before me personally appeared Christine A Schopf to me known who, being by me duly sworn, did depose and say that he/she is a Vice President of Key Corporate Capital Inc. described herein and which executed the foregoing instrument and that he/she signed his/her name thereto pursuant to the authority granted by Key Corporate Capital Inc.

Linda J. Montgomery  
**LINDA J. MONTGOMERY**  
NOTARY PUBLIC • STATE OF OHIO  
My commission expires Sept. 10, 2006

**Schedule A**

**Trademarks**

<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
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