TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Galbreath Incorporated		07/15/2005	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1796654	GALBREATH
Registration Number:	1957439	RIGHTHOOK
Registration Number:	1957440	RIGHTHOOK
Registration Number:	2231590	CAN-LOCK
Serial Number:	78337535	HOOK-IT
Serial Number:	76613228	REVOLUTION
Serial Number:	78554373	CLASSIC GALBREATH
Serial Number:	78546349	HOOK-IT
Serial Number:	78554369	PLUG AND PLAY

OP $240.00 1796654

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:	07/18/2005

Total Attachments: 9
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch ("Credit Suisse"), as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, WQP Acquisition Inc., a Delaware corporation ("Holdings"), and WQP Merger Inc., an Ohio corporation (the "Borrower"), have entered into a Second Lien Credit Agreement, dated as of July 15, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Credit Agreement"), with the lenders from time to time party thereto, Credit Suisse as sole bookrunner and sole lead arranger, as administrative agent and as collateral agent. Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of July 15, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors have granted a second priority security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or

service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered

into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include (i) any application to register Trademarks in the U.S. Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application or (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity) (an "Excluded Asset"); provided, however, that any portion of any such lease, license, contract, property right or agreement shall cease to constitute an Excluded Asset pursuant to this clause at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WASTEQUIP MANUFACTURING COMPANY

By: _____
Name: Richard L. Garcia
Title: CFO

State of OHIO
County of CUYAHOGA

7/13, 2005

Then personally appeared the above named Richard L. Garcia, as CFO of WASTEQUIP MANUFACTURING COMPANY, and acknowledged the foregoing instrument to be her free act and deed as CFO of WASTEQUIP MANUFACTURING COMPANY, before me,

Notary Public Paige M. Farinacci

My commission expires:

PAIGE M. FARINACCI
Notary Public, State of Ohio
Resident in Cuyahoga County
My Comm. Expires 10-16-2009

TRADEMARK
REEL: 003123 FRAME: 0152

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GALBREATH INCORPORATED

By: _____
Name: Richard L. Garcia
Title: CFO

State of OHIO

County of CUYAHOGA 7/13, 2005

Then personally appeared the above named Richard L. Garcia, as CFO of GALBREATH INCORPORATED, and acknowledged the foregoing instrument to be her free act and deed as CFO of GALBREATH INCORPORATED, before me,

Notary Public _____

My commission expires:

PAIGE M. FARINACCI
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Comm. Expires 10-16-2005

TRADEMARK
REEL: 003123 FRAME: 0153

WASTEQUIP MANUFACTURING COMPANY

Patents and Patent Applications

Holder	Patent or Application	Country	Registration or Application No.	Registration or Application Date
Wastequip Manufacturing Company	Rolloff Door Latch	USA	4,643,331	2/17/87
Wastequip Manufacturing Company	Apparatus for Covering Container on Vehicles	USA	4,981,317	1/1/91
Wastequip Manufacturing Company	Lid Assembly for Roll-Off Sludge Containers	USA	5,167,341	12/1/92
Wastequip Manufacturing Company	Dumpster Locking Mechanism	USA	5,201,434	4/13/93
Wastequip Manufacturing Company	Door Latch and Sealing Mechanism for Waste Containers	USA	5,639,129	6/17/97
Wastequip Manufacturing Company	Dual Locking Assembly for a Container	USA	5,683,126	11/4/97
Wastequip Manufacturing Company	Portable Liquid Storage Tank	USA	5,938,065	8/17/99
Wastequip Manufacturing Company	Intermodal Transfer Trailer	USA	6,364,153	4/2/02
Wastequip Manufacturing Company	Waste Container with Displaceable Panel Closure	USA	6,732,883	5/11/04
Wastequip Manufacturing Company	Waste Container with Displaceable Panel Closure	USA	6,796,452	9/28/04
Wastequip Manufacturing Company	Method and Apparatus for Embossing Container Walls	USA	10/679,655	4/7/05

Trademark Registrations and Applications

Holder	Trademark or Application	Country/State	Registration or Application No.	Registration or Application Date
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
Wastequip Manufacturing Company	RAYFO	WISCONSIN	N/A	10/07/98

TRADEMARK
REEL: 003123 FRAME: 0155

GALBREATH INCORPORATED

Patents and Patent Applications

Holder	Patent or Application	Country	Registration or Application No.	Registration or Application Date
Galbreath Incorporated	Roll-Off Hoist for Variable Positioning of Containers	USA	4,840,532	6/20/89
Galbreath Incorporated	Roll-Off Hoist for Variable Positioning of Containers	USA	5,088,875	2/18/92
Galbreath Incorporated	Waste Handling Container with Sliding Lid	USA	5,251,775	10/21/93
Galbreath Incorporated	Vehicle Mounted Hook Hoist for Loading, Transporting and Dumping Containers	USA	5,531,559	7/2/96
Galbreath Incorporated	Waste Handling Container with Sliding Lid	USA	5,533,643	7/9/96
Galbreath Incorporated	Vehicle Mounted, Variable Length Hook Hoist	USA	5,542,807	8/6/96
Galbreath Incorporated	Lid Assembly for a Container	USA	5,755,351	5/26/98
Galbreath Incorporated	Vehicle Mounted Hoist with Adjustable Container Supporting Roller Assemblies	USA	5,823,733	10/20/98
Galbreath Incorporated	Self Dumping Hopper with Container Locking Mechanism	USA	5,951,230	9/14/99
Galbreath Incorporated	Apparatus and Method for Remotely Locking and Unlocking a Transportable Container	USA	6,186,563	2/13/01
Galbreath Incorporated	Waste Handling Intermodal Container with Lid Side-Hinged, End Mounted, Dump Door and Swing-Away Header	USA	6,364,154	4/2/02

Trademark Registrations and Applications

Holder	Trademark or Application	Country/State	Registration or Application No.	Registration or Application Date
Galbreath Incorporated	GALBREATH and Design	USA	1,796,654	10/15/93
Galbreath Incorporated	RIGHTHOOK	USA	1,957,439	2/20/96
Galbreath Incorporated	RIGHTHOOK and Design	USA	1,957,440	2/20/96
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
Galbreath Incorporated	CLASSIC GALBREATH	USA	78554373	1/26/05
Galbreath Incorporated	HOOK-IT	USA	78546349	1/12/05
Galbreath Incorporated	PLUG AND PLAY	USA	78554369	1/26/05

RECORDED: 07/18/2005

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