

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIDUMP'R TRAILER COMPANY, INC.		01/10/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PATRIOT CAPITAL FUNDING, INC.		
Street Address:	274 RIVERSIDE AVENUE		
Internal Address:	FIRST FLOOR		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78632421	SIDUMP'R	
CORRESPONDENCE DATA			
Fax Number:	(888)325-9188		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4012766629		
Email:	trademark@eapdlaw.com		
Correspondent Name:	Efrosyni Iosiphidis		
Address Line 1:	PO Box 55874		
Address Line 4:	Boston, MASSACHUSETTS 02205		
ATTORNEY DOCKET NUMBER:	50222/0006 - J. KHAN		
NAME OF SUBMITTER:	Efrosyni Iosiphidis		
Signature:	/Efrosyni Iosiphidis/		

CH \$40.00 78632421

Date:

01/11/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 10, 2006 (the "Agreement"), by SIDUMP'R TRAILER COMPANY, INC., a Delaware corporation ("Borrower" or "Grantor"), to and in favor of PATRIOT CAPITAL FUNDING, INC., a Delaware corporation ("Agent"), in its capacity as agent for the Purchasers (Agent, in such capacity, "Secured Party") identified in the Senior Secured Loan Agreement (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, Agent and the Purchasers from time to time party thereto dated of even date herewith.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent for the benefit of the Secured Parties in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature page follows]

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SIDUMP'R TRAILER COMPANY, INC.,
a Delaware corporation

By: _____
Name:
Title:

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: Timothy W. Hassat
Name: TIMOTHY W. HASSAT
Title: COO

By: Clifford L. Wells
Name: CLIFFORD L. WELLS
Title: CHIEF INVESTMENT OFFICER

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[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SIDUMPER TRAILER COMPANY, INC.,
a Delaware corporation

By: 

Name:
Title:

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: _____

Name:
Title:

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SCHEDULE I
to
Trademark Security Agreement

Sidump'r Trailer Company, Inc.'s registered trademarks and trademark applications (U.S. only):

Trademark	App. No. Filing Date	Reg. No. Reg. Date
"Sidump'r"	78/632421 May 18, 2005	N/A

Service marks and service mark applications: None.