

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pioneer Consolidated Massachusetts Business Trust		07/07/2006	Business Trust: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wastequip Manufacturing Company		
<b>Street Address:</b>	25800 Science Park Drive		
<b>Internal Address:</b>	Suite 140		
<b>City:</b>	Beachwood		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44122		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78825389	TOP TARPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 1:</b>	800 Superior Avenue		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	20218/03905		
<b>NAME OF SUBMITTER:</b>	Ryan W. Falk		
<b>Signature:</b>	/ryan w. falk/		

CH \$40.00 78825389

Date:

08/07/2006

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PIONEER CONSOLIDATED MASSACHUSETTS BUSINESS TRUST, a Massachusetts business trust with an address at 96 Southbridge Road, North Oxford, Massachusetts 01537 ("Assignor"), hereby sells, transfers and assigns to WASTEQUIP MANUFACTURING COMPANY, an Ohio corporation with an address at 25800 Science Park Drive, Suite 140, Beachwood, Ohio 44122 ("Assignee"), its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor (the "Marks"); (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the application identified on Schedule A; (iii) all Internet domain names registered to Assignor ("Domain Names"); (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks and Domain Names worldwide; (v) all rights of action arising from the Marks and Domain Names worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement; and (vi) the goodwill of the business symbolized by the Marks and Domain Names; all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

Assignor covenants and agrees that it will, at any time upon request, deliver to Assignee all other instruments, including without limitation supplemental assignments, and otherwise aid Assignee, its successors, assigns or other legal representatives, to document, effectuate or protect the ownership rights assigned herein, all without further consideration, but at the expense of Assignee, its successors, assigns or other legal representatives.

This Trademark Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in that certain Asset Purchase Agreement, dated as of July 6, 2006, by and among Assignor, Assignee and certain other parties (the "Purchase Agreement"), and is to be construed in a manner consistent with the terms and conditions of the Purchase Agreement. Additional rights and obligations of Assignor and Assignee are expressly provided

for in the Purchase Agreement. The execution and delivery of this Trademark Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Purchase Agreement as set forth therein, and neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, reduced, modified or altered by reason of the terms of this Trademark Assignment. In the event of any conflict between the terms and provisions of the Purchase Agreement and this Trademark Assignment, the terms and provisions of the Purchase Agreement will prevail and control.

In Witness Whereof, Assignor has executed this Assignment as of this 7<sup>th</sup> day of July, 2006.

ASSIGNOR

**Pioneer Consolidated Massachusetts Business Trust**

By: Seymour Weinstein

Printed Name: SEYMOUR WEINSTEIN

Title: V. Pres. and Secy

State of Massachusetts )  
County of Worcester )

ss: Worcester

Subscribed to and sworn before me on this 7<sup>th</sup> day of July, 2006.

Jordan Weinstein  
Notary Public Jordan Weinstein

My commission expires: 9-29-06

SCHEDULE A

APPLICATION

Mark	Country	Serial No.	Filing Date
TOP TARPER	US	78/825,389	2/28/2006