

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
WHR Holdings, LLC		09/19/2006	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	401 Merritt 7
Internal Address:	2nd Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2328043	WILKINSON COMPANY
Registration Number:	2334536	WC
Registration Number:	2308681	WILKINSON CHUTES
Registration Number:	2392630	WILKINSON WASTE/RECYCLING SYSTEMS
Registration Number:	2361387	WILKINSON COMPACTORS
Registration Number:	2368324	WILKINSON
Registration Number:	2377226	WILKINSON

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404.572.2611
 Email: vfitzpatrick@kslaw.com
 Correspondent Name: King & Spalding LLP

CH \$190.00 2328043

Address Line 1: 1180 Peachtree Street
Address Line 2: c/o Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/S/ Vandy F. Fitzpatrick
Date:	09/19/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2006, by WHR HOLDINGS, LLC, a Florida limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Lender.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business of Grantor connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

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

WHR HOLDINGS, LLC
By Salt Pond Advisors, LLC,
its Managing Member


By 
Name: Charlton George
Title: Sole Member

ACKNOWLEDGMENT OF GRANTOR

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

On this ~~1st~~ day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Connecticut, duly commissioned and sworn, personally appeared Charlton George, to me known, who, being by me duly sworn, did depose and say that he is the Sole Member of Salt Pond Advisors, LLC, which is the Managing Member of WHR Holdings, LLC, the company described in and that executed the foregoing instrument, and that he signed his name thereto under authority of the operating agreement, or its equivalent, of said company.

WITNESS my hand and seal hereto affixed the day and year first above written.


NOTARY PUBLIC in and for
The State of Connecticut.
My Commission expires: Sept 30, 2010

ACCEPTED AND ACKNOWLEDGED BY:



GENERAL ELECTRIC CAPITAL CORPORATION

Dorothy Segar
Notary Public
My Commission Expires Sept. 30, 2010

By: _____
Name: _____
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK STATUS REPORT

DOCKET NO.	TRADEMARK	REG. NO.	GOODS	Deadline for Sec. 8 & 15 Affidavits - Continuous Use (Extension Date)	RENEWAL DATE (Extension Date)
WLKE 5 01026	WILKINSON COMPANY	2,328,043	IC 006. metal recycling bins for recycling glass, aluminum, plastic and paper; stainless steel wall protection products, namely, intake doors, discharge doors, column guards, corner guards, kick plates, handrails, bumper rails and door edges. IC 007. Garbage disposals for rubbish, garbage, paper, linen and/or construction materials.	3/14/06 (9/14/06)	3/14/2010 (9/14/2010)
WLKE 5 01027		2,334,336	IC 006. Recycling metal bins for recycling glass, aluminum, plastic and/or paper; Stainless steel wall protection products, namely intake doors, discharge doors, column guards, corner guards, kick plates, hand rail, bumper rails, and door edges. IC 007. Garbage disposal for rubbish, garbage, paper, linen and/or construction materials.	3/28/06 (9/28/06)	3/28/2010 (9/28/2010)
WLKE 5 01027 CA		TMA-527,558 (CANADA)	Disposal, compacting, and recycling chute system for buildings for collecting and sorting recyclable materials; wall protection products made of vinyl and stainless steel for use in association with disposal, compacting and recycling systems to protect walls from damage or soiling; disposal units, namely recycling containers for rubbish, garbage, paper, soiled linen, and construction materials	N/A	5/10/2015
WLKE 5 01028	WILKINSON CHUTES	2,308,681	IC 007. Garbage disposals for rubbish, garbage, paper, soiled linen and construction materials	1/18/06 (7/18/06)	1/18/2010 (7/18/2010)

**Deadline for Sec. 8
& 15 Affidavits –
Continuous Use**

**RENEWAL DATE
(Extension Date)**

GOODS

REG. NO.

TRADEMARK

DOCKET NO.

DOCKET NO.	TRADEMARK	REG. NO.	GOODS	Deadline for Sec. 8 & 15 Affidavits – Continuous Use (Extension Date)	RENEWAL DATE (Extension Date)
WLKE 5 02102	WILKINSON WASTE/RECYCLING SYSTEMS	2,392,630	IC 007. Garbage disposals for rubbish, garbage, paper, linen and/or construction materials. IC 006. Recycling metal bins for recycling glass, aluminum, plastic and/or paper.	10/10/06 (4/10/07)	10/10/2010 (4/10/2011)
WLKE 5 02103	WILKINSON COMPACTORS	2,361,387	IC 007. Garbage disposal for rubbish, garbage or paper.	6/27/06 (12/27/06)	6/27/2010 (12/27/2010)
WLKE 5 12400	WILKINSON	2,368,324	IC 007.: Garbage disposals for rubbish, garbage or paper, linen and/or construction materials. IC 006.: Recycling metal bins for recycling glass, metal, plastic and/or paper.	7/18/06 (1/18/07)	7/18/2010 (1/18/2011)
WLKE 5 12401	WILKINSON	2,377,226	IC 037. Installation and repair services for garbage disposal systems for rubbish, garbage, paper, linen and/or construction materials; installation and repair services for recycling bins for glass, metal, plastic and/or paper	8/15/06 (2/15/07)	8/15/2010 (2/15/2011)
WLKE 5 12453	WILKINSON	105,019 (State of California)	Residential, commercial and industrial chutes for recycling, refuse, linens, as well as compactors and accessories for chutes (e.g. bumpers, guards, automatic doors, and other accessories	N/A	5/21/2009