TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Toter, Incorporated		04/27/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Credit Suisse, as collateral agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1780831	ATLAS
Registration Number:	2041187	HANDS FREE
Registration Number:	1713060	HIGHLIFT
Registration Number:	2046457	RUGGED RIM
Registration Number:	1749133	SMART WAY
Registration Number:	1426599	TOTER
Registration Number:	1688757	TRIMLIFT
Registration Number:	1921515	WORKSAVER

CH $215.00 1780831

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: oleh.hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research

Address Line 1:	1023 Fifteenth Street, NW, Ste 401
Address Line 2:	attn: John Flynn
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	384646
NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	05/10/2007

Total Attachments: 7
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TOTER, INCORPORATED - NC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other :

Execution Date: April 27, 2007

2. Name and address of receiving party(ies)

Name: Credit Suisse, as Collateral Agent

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW
Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....$

☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey Laub
Name of Person Signing

Signature

May 2, 2007
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 27, 2007 (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 ("Credit Suisse"), as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Big Dumpster Acquisition, Inc., a Delaware corporation ("Holdings"), and Big Dumpster Merger Sub, Inc. (predecessor in interest to WQP Holdings Inc. and Wastequip, Inc.), a Delaware corporation (the "Borrower"), have entered into a Credit Agreement, dated as of February 5, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the lenders from time to time party thereto and Credit Suisse as administrative agent and as Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the 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 Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 5, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") or a supplement joining a Grantor as a party to the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a first 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 Collateral 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 now owned or at any time hereafter acquired (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 2, (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 fights 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, (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 or 2, (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;

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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 Guarantee and Collateral Agreement and the 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 Guarantee and Collateral Agreement and the 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 Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the 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.

TOTER, INCORPORATED

by _____

Name: JEFF GILLIAM

Title: Vice President / CFO

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CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent

by _____

Name: ROBERT HETU
Title: MANAGING DIRECTOR

by _____

Name: DENISE L. ALVAREZ
Title: ASSOCIATE

Schedule 1

Trademarks

[redacted]							
USA	Atlas	74/225,165	11/25/1991	1,780,831	7/6/1993	**Registered**	Toter, Incorporated
USA	Hands Free	74/650,082	3/22/1995	2,041,187	2/25/1997	**Registered**	Toter, Incorporated
USA	Highlift	74/178,053	6/20/1991	1,713,060	9/8/1992	**Registered**	Toter, Incorporated
USA	Rugged Rim	74/650,057	3/22/1995	2,046,457	3/18/1997	**Registered**	Toter, Incorporated
USA	Smart Way	74/148,050	3/15/1991	1,749,133	1/26/1993	**Registered (Class 7 is registered; class 12 is abandoned)**	Toter, Incorporated
USA	Toter	73/592,473	4/9/1986	1,426,599	1/27/1987	**Registered**	Toter, Incorporated
USA	Trimlift	74/178,100	6/20/1991	1,688,757	5/26/1992	**Registered**	Toter, Incorporated
USA	Worksaver	74/583,402	10/7/1994	1,921,515	9/26/1995	**Registered**	Toter, Incorporated

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