

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wheelabrator Group, Inc.		09/04/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HSH Nordbank AG, Copenhagen Branch
<b>Street Address:</b>	Kalvebod Brygge 39-41
<b>City:</b>	Copenhagen V
<b>State/Country:</b>	DENMARK
<b>Postal Code:</b>	1560
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2270164	AUTOBLAST
Registration Number:	2083304	BCP
Registration Number:	2726419	CASTALLOY
Registration Number:	2382060	COILBLAST
Registration Number:	3228386	EZEFIT
Registration Number:	2653113	FLEXBELT
Registration Number:	0657738	LONG-LYFE
Registration Number:	2411644	MESHBLAST
Registration Number:	2782172	SUPER III TUMBLAST
Registration Number:	2571907	SUPER V TUMBLAST
Registration Number:	2769383	TARGETLOK
Registration Number:	3220369	TARGET-TRAK
Registration Number:	1273327	THE MOLDER
Registration Number:	2270165	TRUBLAST

**CH \$465.00 2270164**

Registration Number:	2579410	TUMBLAST
Registration Number:	0410216	WHEELAPEEN
Serial Number:	77299374	CASTALLOY
Serial Number:	77427394	EZELINK

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-903-9000  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: Linklaters LLP  
Address Line 1: 1345 Avenue of the Americas  
Address Line 2: Shauin Wang  
Address Line 4: New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER: 421881

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Oleh Hereliuk

Signature: /oh/

Date: 09/09/2008

Total Attachments: 11  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 4, 2008, between WHEELABRATOR GROUP, INC., a Delaware corporation ("**Grantor**"), and HSH NORDBANK AG, COPENHAGEN BRANCH, as Security Agent for the Secured Parties (herein in such capacity, the "**Security Agent**").

### RECITALS

- (A) HAMLET HOLDING II APS, a limited liability company organized under the laws of Denmark (the "**Company**"), is party to a Senior Facilities Agreement dated September 1, 2008 arranged by HSH Nordbank AG, Copenhagen Branch and Nordea Bank Danmark A/S, as Arrangers, with HSH Nordbank AG, Copenhagen Branch acting as Global Co-ordinator, HSH Nordbank AG, Copenhagen Branch acting as Agent and Security Agent, and HSH Nordbank AG, Copenhagen Branch and Nordea Bank Danmark A/S acting as Original Issuing Banks (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**").
- (B) The Company is party to a Mezzanine Facility Agreement dated September 1, 2008 arranged by HSH Nordbank AG, Copenhagen Branch, as Arranger, with HSH Nordbank AG, Copenhagen Branch acting as Global Co-ordinator and HSH Nordbank AG, Copenhagen Branch acting as Agent and Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**" and, together with the Senior Facilities Agreement, the "**Facility Agreements**").
- (C) The Company and Grantor, amongst others, have entered into an Intercreditor Agreement dated September 1, 2008 in relation to the Facility Agreements (the "**Intercreditor Agreement**").
- (D) Grantor is an Obligor under and as defined in each of the Facility Agreements and the Intercreditor Agreement.
- (E) Grantor is party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (F) In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2 Grants of Security Interests in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the

payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising.

(B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising.

(C) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Structural Intercompany Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Structural Intercompany Secured Party, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

**"Intellectual Property Collateral"** means Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### **SECTION 3 Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Agreement, Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent and all other rights and benefits afforded hereunder to the Secured Parties are expressly subject to the terms and conditions of Intercreditor Agreement and, in

the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute three separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the Senior Secured Parties securing the First Lien Liabilities, (2) the Security Interest in the Collateral granted to the Mezzanine Finance Parties securing the Second Lien Liabilities, and (3) the Security Interest in the Collateral granted to the Structural Intercompany Secured Party securing the Structural Intercompany Liabilities, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

#### **SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

#### **SECTION 5 Pledge and Security Agreement**

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

#### **SECTION 6 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[Signature Page Follows]

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

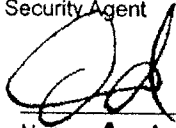
Very truly yours,

WHEELABRATOR GROUP, INC.

By Jan B. Burt  
Name: Jan B. Burt  
Title: Senior Vice President

**ACCEPTED AND AGREED:**

HSH NORDBANK AG, COPENHAGEN BRANCH,  
as Security Agent

By  \_\_\_\_\_

Name: **Anders Bach**  
Title:

Schedule I

COPYRIGHTS

Copyrights

None.

Copyright Licenses

None.



**Schedule II**

**TRADEMARKS**

(i) Registered Trademarks

MARK	COUNTRY	OWNER	REG. NUMBER	REG. DATE
AUTOBLAST	USA	Wheelabrator Group, Inc.	2270164	08/17/1999
BCP	USA	Wheelabrator Group, Inc.	2083304	07/29/1997
CASTALLOY	USA	Wheelabrator Group, Inc.	2726419	06/17/2003
COILBLAST	USA	Wheelabrator Group, Inc.	2382060	09/05/2000
EZEFIT	USA	Wheelabrator Group, Inc.	3228386	04/10/2007
FLEXBELT	USA	Wheelabrator Group, Inc.	2653113	11/26/2002
LONG-LYFE	USA	Wheelabrator Group, Inc.	0657738	01/28/1958
MESHBLAST	USA	Wheelabrator Group, Inc.	2411644	12/12/2000
SUPER III TUMBLAST	USA	Wheelabrator Group, Inc.	2782172	11/11/2003
SUPER V TUMBLAST	USA	Wheelabrator Group, Inc.	2571907	05/21/2002
TARGETLOK	USA	Wheelabrator Group, Inc.	2769383	09/30/2003
TARGET-TRAK	USA	Wheelabrator Group, Inc.	3220369	03/20/2007
THE MOLDER	USA	Wheelabrator	1273327	04/10/1984

MARK	COUNTRY	OWNER	REG. NUMBER	REG. DATE
		Group, Inc.		
TRUBLAST	USA	Wheelabrator Group, Inc.	2270165	08/17/1999
TUMBLAST	USA	Wheelabrator Group, Inc.	2579410	06/11/2002
WHEELAPEEN	USA	Wheelabrator Group, Inc.	0410216	11/14/1944

(ii) Trademark Applications

MARK	COUNTRY	OWNER	APPLN. NUMBER	APPLN. DATE
CASTALLOY	USA	Wheelabrator Group, Inc.	77-299,374	10/09/2007
EZELINK	USA	Wheelabrator Group, Inc.	77-427,394	03/20/2008

**Schedule III**

**PATENTS (PENDING AND ISSUED)**

<b>PATENT</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>NUMBER</b>	<b>ISSUE DATE</b>
Abrasive Throwing Wheel Assemblies	Wheelabrator Group, Inc.	USA	5759091	06/02/1998
Blade and Wheel Plate for Blast Cleaning Wheel and Method of Connecting a Blade to the Wheel Plate	Wheelabrator Group, Inc.	USA	5476412	12/19/1995
Blast Chamber	Wheelabrator Group, Inc.	USA	4908998	03/20/1990
Bolt-together Blast Wheel	Wheelabrator Group, Inc.	USA	5423715	06/13/1995
Centrifugal Throwing Vane (Centrifugal Wheel Convex Flared Vane)	Wheelabrator Group, Inc.	USA	6764390	07/20/2004
Control Cage for Abrasive Blast Wheel	Wheelabrator Group, Inc.	USA	6949014	09/27/2005
Link & Flight Assembly for Abrasive Blast Wheel	Wheelabrator Group, Inc.	USA	Prov. 60/643,342 NonProv. 11/331428 20060157325	
Method of Making a Blast Wheel	Wheelabrator Group, Inc.	USA	5590467 Cont. 5423715	01/07/1997

PATENT	OWNER	COUNTRY	NUMBER	ISSUE DATE
Resilient Lifter for Wire Coil Blast Cleaning Apparatus	Wheelabrator Group, Inc.	USA	5863240	01/26/1999
Rotatable Blast Cleaning Conveying Surface and Apparatus	Wheelabrator Group, Inc.	USA	6062956	05/16/2000
Rotatable Blast Cleaning Conveying Surface and Apparatus	Wheelabrator Group, Inc.	USA	5839945	11/24/1998