

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wastequip LLC		06/15/2012	LIMITED LIABILITY COMPANY: OHIO
Wastequip Manufacturing Company LLC		06/15/2012	LIMITED LIABILITY COMPANY: OHIO
Toter, LLC		06/15/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Galbreath LLC		06/15/2012	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	CIT Finance LLC		
Street Address:	11 West 42nd Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1123935	A	
Registration Number:	1426599	TOTO	
Registration Number:	1749133	SMART WAY	
Registration Number:	1713060	HIGHLIFT	
Registration Number:	1688757	TRIMLIFT	
Registration Number:	1780831	ATLAS	
Registration Number:	1796654	GALBREATH	
Registration Number:	1866004	WASTEQUIP	

TRADEMARK

Registration Number:	1921515	WORKSAVER
Registration Number:	1957439	RIGHTHOOK
Registration Number:	1957440	RIGHTHOOK
Registration Number:	2041187	HANDS FREE
Registration Number:	2046457	RUGGED RIM
Registration Number:	3136524	HOOK-IT
Registration Number:	3014730	REVOLUTION
Registration Number:	3218792	SLAYER
Registration Number:	3182345	POWER TOWER
Registration Number:	3895768	POWERTOWER
Registration Number:	3263925	CLASSIC GALBREATH
Serial Number:	77804348	SMARTWAY III
Serial Number:	85104123	TOTER
Serial Number:	85976534	TOTER
Serial Number:	85369305	ORGANICS2GO
Serial Number:	85369320	ORGANICS 2 GO COLLECT · STORE · TRANSPORT

#### CORRESPONDENCE DATA

Fax Number: 9177774104

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Ashley Lott, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130/1284
NAME OF SUBMITTER:	Ashley Lott
Signature:	/s/ Ashley Lott
Date:	06/25/2012

Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 15, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Wastequip LLC, an Ohio limited liability company, located at 1901 Roxborough Road, Suite 300, Charlotte, NC, 28211, Wastequip Manufacturing Company LLC, an Ohio limited liability company, located at 1901 Roxborough Road, Suite 300, Charlotte, NC, 28211, Toter, LLC, a North Carolina limited liability company, located at 1901 Roxborough Road, Suite 300, Charlotte, NC, 28211 and Galbreath LLC, an Indiana limited liability company, located at 1901 Roxborough Road, Suite 300, Charlotte, NC, 28211 (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of CIT Finance LLC, a Delaware limited liability company located at 11 West 42<sup>nd</sup> Street, 13<sup>th</sup> Floor, New York, New York 10036, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of June 15, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Patriot Container Acquisition Corp., Wastequip, LLC, the other Grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral 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

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds

of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such application under applicable federal law; provided, that, to the extent that such application is excluded from the Trademark Collateral, upon the submission and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, such application shall automatically be included in the Trademark Collateral without any further action on any party’s part.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. 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.

### **SECTION 4. Term.**

The term of this Agreement shall be coterminous with the Security Agreement.

### **SECTION 5. Recordation**

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

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

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW

GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 7. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]

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

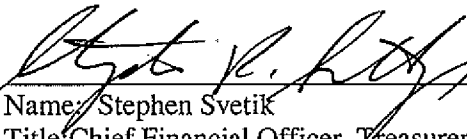
**WASTEQUIP, LLC**

By:   
Name: Stephen Svetik  
Title: Chief Financial Officer, Treasurer, and Secretary

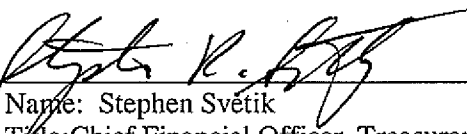
**WASTEQUIP MANUFACTURING COMPANY  
LLC**

By:   
Name: Stephen Svetik  
Title: Chief Financial Officer, Treasurer, and Secretary

**TOTER, LLC**

By:   
Name: Stephen Svetik  
Title: Chief Financial Officer, Treasurer, and Secretary

**GALBREATH LLC**

By:   
Name: Stephen Svetik  
Title: Chief Financial Officer, Treasurer, and Secretary

Accepted and Agreed:  
**CIT FINANCE LLC,**  
as Collateral Agent

By: Charles F. Soutar

Name: Charles F. Soutar  
Title: Managing Director

*Signature Page to the Trademark Security Agreement*

**TRADEMARK**  
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**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>
A & DESIGN	73/177,565	07/10/1978	1,123,935	08/14/1979
TOTER	73/592,473	04/09/1986	1,426,599	01/27/1987
SMART WAY	74/148,050	03/15/1991	1,749,133	01/26/1993
HIGHLIFT	74/178,053	06/20/1991	1,713,060	09/08/1992
TRIMLIFT	74/178,100	06/20/1991	1,688,757	05/26/1992
ATLAS	74/225,165	11/25/1991	1,780,831	7/6/1993
GALBREATH & DESIGN	74/269,041	04/24/1992	1,796,654	10/05/1993
WASTEQUIP	74/370,940	03/23/1993	1,866,004	12/06/1994
WORKSAVER	74/583,402	10/07/1994	1,921,515	09/26/1995
RIGHTHOOK	74/599,402	11/16/1994	1,957,439	02/20/1996
RIGHTHOOK & DESIGN	74/599,409	11/16/1994	1,957,440	02/20/1996
RUGGED RIM	74/650,057	03/22/1995	2,046,457	03/18/1997
HANDS FREE	74/650,082	03/22/1995	2,041,187	02/25/1997
REVOLUTION	76/613,228	09/22/2004	3,014,730	11/15/2005
POWER TOWER	76/648,620	10/17/2005	3,182,345	12/12/2006
POWER TOWER & DESIGN	76/651,363	12/05/2005	***	***
CLASSIC GALBREATH &	76/659,470	05/03/2006	3,263,925	07/17/2007

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>
DESIGN				
SMARTWAY III	77/804,348	08/13/2009	N/A	N/A
HOOK-IT	78/337,535	12/08/2003	3,136,524	08/29/2006
SLAYER	78/617,852	04/27/2005	3,218,792	03/13/2007
Wastequip Oregon	345357-99	3/7/2005	345357-99	3/7/2005
TOTER	85104123	8/10/2010	Pending	Pending
ACCURATE INDUSTRIES OF LOUISIANA, INC.	N/A	N/A	502176	11/12/1992
RAYFO	N/A	N/A	5,900,557	10/7/1998
ATLAS	069617700	12/24/1991	TMA422572	01/28/1994
TOTER	057442900	12/10/1986	TMA336816	02/05/1988
TOTER	056153400	04/25/1986	TMA333598	10/30/1987
TOTER	184138	11/25/1993	452438	2/15/1994
TOTER	184139	11/25/1993	452337	2/14/1994
TOTER	2803491	2/13/2008	2803491	02/13/2008
TOTER	64450	9/6/1988	R 457618	10/02/1989
TOTER	T 27982	8/19/1988	1141554	6/20/1989

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>
TOTER	RM/2008/6 226	10/27/2008	1300739	6/3/2010
TOTER	5859/1988	8/16/1988	P-365284	11/2/1988
TOTER	B1354649	8/12/1988	B1354649	02/01/1991
GALBREATH & DESIGN	206,672	07/27/1994	514,768	01/25/1996
GALBREATH & DESIGN	206,683	07/27/1994	500,084	08/02/1995
GALBREATH & DESIGN	206,684	07/27/1994	500,138	08/03/1995
TOTER	29,046	12/30/1996	38,059	08/11/1997
TOTER	85/976,534	08/10/2010	4,140,415	05/08/2012
ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	85/369,320	7/12/2011	N/A	N/A
ORGANICS2GO	85/369,305	7/12/2011	N/A	N/A
ORGANICS2GO	1,196,147	7/19/2011	1,251,305	11/11/2011
ORGANICS2GO	1,196,148	7/19/2011	1,251,306	11/11/2011
ORGANICS2GO	1,196,146	7/19/2011	1,251,304	11/11/2011
ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,149	7/19/2011	1,254,089	11/24/2011
ORGANICS 2 GO COLLECT STORE TRANSPORT &	1,196,151	7/19/2011	1,254,090	11/24/2011

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>
DESIGN				
ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,152	7/19/2011	1,254,091	11/24/2011
ORGANICS2GO	1,537,055	7/25/2011	N/A	N/A
ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,537,054	7/25/2011	N/A	N/A
WASTEQUIP MCLAUGHLIN	N/A	N/A	2009-108124	07/20/2009