

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
TRASHMASTER, LLC		06/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Convergent Capital Partners II, L.P.		
Street Address:	505 North Highway 169, Suite 245		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3653830	TRASH MASTERS	
CORRESPONDENCE DATA			
Fax Number:	6123713907		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM PLLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	455367.0034		
NAME OF SUBMITTER:	CONNIE HEIKKILA		
Signature:	/connieheikkila/		

Date:

06/28/2012

Total Attachments: 13

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATED IN ACCORDANCE WITH A SUBORDINATION AGREEMENT DATED AS OF JUNE 26, 2012 BY AND BETWEEN AMERICAN SAVINGS BANK, F.S.B. AND CONVERGENT CAPITAL PARTNERS II, L.P.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 26, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered into among TRASHMASTERS, LLC, a Delaware limited liability company ("TrashMasters"), ROLLOFFS HAWAII, LLC, a Hawaii limited liability company ("Rolloffs") and together with TrashMasters, the "Grantor", and CONVERGENT CAPITAL PARTNERS II, L.P., a Delaware limited partnership (the "Secured Party"), with reference to the following facts:

RECITALS

A. Grantor and Secured Party have entered into a Securities Purchase Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, Secured Party has agreed to loan Grantor \$2,500,000 on the terms and subject to the conditions set forth in the Loan Agreement, including the terms and conditions of the Senior Subordinated Promissory Note referenced therein (the "Note").

C. It is a requirement under the Loan Agreement that Grantor shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, to induce the Secured Party to enter into the Loan Agreement and to make the Loan to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Secured Party as follows:

1. Definitions.

All capitalized terms used in this Agreement without definitions shall have the meanings assigned to those terms in the Loan Agreement. All terms defined in the Uniform Commercial Code of the State of Minnesota (the "UCC") and used in this Agreement shall have the same definitions in this Agreement as specified in the UCC, however, that the term "instrument" shall be such term as defined in Article 9 of the UCC rather than Article 3. For purposes of this Agreement,

"Obligations" shall mean all of Grantor's obligations to the Secured Party under the Loan Agreement, the Note and the other Loan Documents, including Grantor's obligation to repay the Loan in accordance with the terms of the Note.

"Permitted Liens" means liens permitted under the Loan Agreement, including without limitation, the security interest granted with respect to any Senior Indebtedness and any liens permitted under the documents governing the Senior Indebtedness.

"Senior Indebtedness" means amounts owing to American Savings Bank, F.S.B. (the "Bank") by the Grantor under that certain senior credit facility with the Bank, as evidenced by a revolving line of credit in the initial committed principal amount of \$1,000,000 and a term loan in the original principal amount of \$4,300,000, provided that the total amount of Senior Indebtedness shall not exceed the maximum amount set forth in the Intercreditor Agreement without the Secured Party's prior written approval.

2. Security Interest.

To secure payment and performance of all of the Obligations, Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in all of the following property, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (collectively, the "Collateral");

A. All patents and patent applications, including (i) the patents and patent applications listed on Schedule A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

B. Any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B (ii) all renewals thereof, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks").

C. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks.

Notwithstanding anything else to the contrary contained in this Agreement or any other Loan Document, no security interest is granted or pledged to Secured Party in any: (j) "intent-to-use" trademarks prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law, or (ii) contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a prohibition on assigning, granting or pledging a security interest in the right, title or interest of Grantor therein and would cause or result in a default thereunder; *provided, however*, that the foregoing exclusion set forth in clause (ii) above shall not apply if such prohibition has been waived by the counter-party to such contract, instrument or chattel paper and such counter-party has consented to the creation of a security interest therein in Secured Party's favor or if the provisions containing any such prohibitions are otherwise not enforceable under law including without limitation pursuant to Section 9408 of the UCC.

3. Warranties and Covenants

Grantor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the Collateral is valid and subsisting in full force and effect, and Grantor owns sole, full, and clear title thereto, or has the right to use such Collateral, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, pledge, mortgage, hypothecation, material claim or encumbrance ("Lien"), except Permitted Liens, the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and other Liens permitted by Secured Party in writing.

B. Grantor will not assign, sell, transfer, grant a Lien upon or grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party or except as permitted by the Loan Agreement or any other Loan Document.

C. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by Secured Party in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Grantor further authorizes Secured Party to have this or any other similar security

agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Secured Party may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Secured Party in its commercially reasonable discretion to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs; collection charges and reasonable attorneys' fees. Grantor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Grantor from the Secured Party, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

E. As of the date hereof, Grantor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A and Schedule B annexed hereto.

F. Grantor shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Grantor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

G. Grantor will use its reasonable best efforts to not permit any of the Patents or Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable without Secured Party's prior written consent. Grantor shall notify Secured Party immediately if Grantor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

H. Grantor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are reasonably necessary to maintain such application and registration of the Patents or Trademarks as Grantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

I. Grantor will promptly notify Secured Party if Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design reasonably likely to cause confusion with any Trademark material to Grantor's business or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Grantor, at Grantor's expense, shall take such action as Secured Party may deem reasonably necessary for the protection of Secured Party's interest in and to the Patents and the Trademarks.

4. Events of Default.

Any one or more of the following events shall constitute an "Event of Default" by Grantor under this Agreement:

- A. The occurrence of a Default under the Loan Agreement or the Note.
- B. Grantor fails or neglects to perform or observe any provision, condition or covenant contained in this Agreement, and such breach or default is not cured (if capable of cure) within fifteen (15) business days of the date Grantor becomes aware of the occurrence of such breach or default.
- C. Secured Party's security interest in the Collateral is not prior to all other security interests affecting the Collateral (other than Permitted Liens and other security interests permitted by the Secured Party in writing).
- D. If any material portion of Grantor's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within 60 days, or if Grantor is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of Grantor's assets and the same is not paid within 60 days after Grantor receives notice thereof.

5. Rights and Remedies.

Upon the occurrence and during the continuance of a Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any applicable grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder.

- A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Grantor.
- B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.
- C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantor with twenty (20) business days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part

thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Secured Party may at any time execute and deliver on behalf of Grantor one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to the Obligations. Grantor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay Secured Party on demand any such unpaid amount, together with interest at the Event of Default rate set forth in the Note.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Grantor shall supply to Secured Party or Secured Party's designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Grantor's customer lists and other records relating to the Patents and the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Agreement, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Miscellaneous.

A. Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Grantor, without notice to or assent by Grantor, upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in compliance with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to

do at Grantor's expense, at any time or from time to time, (i) after the occurrence and during the continuance of an Event of Default, all acts and things which the Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral, and (ii) at any time all acts and things which the Secured Party reasonably deems necessary to maintain the perfection and priority of the Secured Party's security interest in the Collateral, in each case, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do. This power of attorney is a power coupled with an interest and shall terminate upon the termination of this Agreement.

B. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, or if any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new rights. Without limiting Grantor's obligations hereunder, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A and Schedule B to include any such new rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the schedules hereto shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on the schedules hereto.

C. Any failure or delay by Secured Party to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantor, specifying such waiver.

D. All notices and other communications called for hereunder shall be made in writing and shall be given in accordance with the notice provisions of the Loan Agreement, which notice provisions are incorporated herein by this reference.

E. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

G. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. The term "including" means "including without limitation." This Agreement and all rights and obligations hereunder shall be binding upon

Grantor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Grantor acknowledges receipt of a copy of this Agreement.

H. The security interest granted to Secured Party hereunder shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lender of all Obligations.

I. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA.

J. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN HENNEPIN COUNTY, MINNESOTA; AND THE GRANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT GRANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

K. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[Signatures begin on next page]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement by their respective duly authorized officers as of the date first above written.

GRANTOR:

TRASHMASTERS, LLC

By: Shawn A. Mornier
Its: Manager

ROLLOFFS HAWAII, LLC

By: Shawn A. Mornier
Its: Secretary

SECURED PARTY:

CONVERGENT CAPITAL
PARTNERS II, L.P.

By: Convergent Capital II, LLC
Its: General Partner

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement by their respective duly authorized officers as of the date first above written.

GRANTOR:

TRASHMASTERS, LLC

By:

Its:

ROLLOFFS HAWAII, LLC

By:

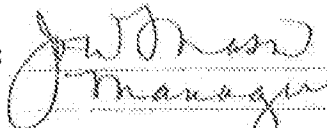
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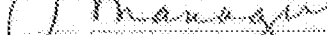
SECURED PARTY:

CONVERGENT CAPITAL
PARTNERS II, L.P.

By: Convergent Capital II, LLC

Its: General Partner

By: 

Its: 

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT


Patents and Applications

None

SCHEDULE A

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Grantor	Description of Trademarks	Application/Registration No.	Application/Registration Date
TrashMasters, LLC	Trash Masters	3653830	July 14, 2009
Rolloffs Hawaii, LLC		3771310	April 6, 2010

Trade Names

<u>Grantor</u>	<u>Trade Name</u>
TrashMasters	TrashMasters
Rolloffs	Rolloffs Hawaii
Rolloffs	EZ Recycling
Rolloffs	Hawaii Pacific Hydraulics
Rolloffs	KNG Group

Trademarks Not Currently In Use

None

SCHEDULE C
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None

SCHEDULE C