

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEWELL RECYCLING OF ATLANTA, INC.		01/04/2013	CORPORATION: TEXAS
NEWELL TRANSPORTATION, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL BROKERAGE, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF MACON, LLC		01/04/2013	LIMITED LIABILITY COMPANY:
NEWELL RECYCLING OF GWINNETT, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL INVESTMENTS, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL PROPERTIES, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF CONYERS, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL SAVANNAH, LLC	FORMERLY NEWELL RECYCLING OF SAVANNAH, LLC	01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF LAVONIA, LLC	FORMERLY NEWELL RECYCLING OF ELBERTON, LLC	01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF DOUGLAS COUNTY, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF AUGUSTA, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
SOUTHERN PIK-A-PART OF AUGUSTA, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
SOUTHERN PIK-A-PART OF EAST CONYERS, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF TUCKER, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF COLUMBUS, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA

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NEWELL RECYCLING OF SAVANNAH, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF STATESBORO, LLC	FORMERLY NEWELL RECYCLING OF BULLOCH COUNTY, LLC; formerly known as NEWELL RECYCLING OF STEPHENS COUNTY, LLC	01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
SOUTHERN PIK-A-PART OF COLUMBUS, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
SOUTHERN PIK-A-PART OF LAVONIA, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL DIRECT, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF ROME, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL EQUIPMENT LEASING, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
STACKS MALLORY, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL SECURITY, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL HOLDING, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
TECH RECYCLING, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF ALLENDALE, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
PIEDMONT RECYCLING GROUP, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL EXPORTS, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
MARTIN STREET PROPERTY, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL SERVICES, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
NEWELL RECYCLING OF SWAINSBORO, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
SOUTHERN PIK-A-PART OF SWAINSBORO, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
SOUTHERN PIK-A-PART, LLC		01/04/2013	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
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**TRADEMARK**

**REEL: 004958 FRAME: 0230**

Street Address:	1100 ABERNATHY ROAD
Internal Address:	SUITE 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3201066	NEWELL RECYCLING
Registration Number:	3219538	

**CORRESPONDENCE DATA**

Fax Number: 6785532693  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 678-553-2692  
 Email: gurveys@gtlaw.com  
 Correspondent Name: Greenberg Traurig c/o Sheryl Gurvey  
 Address Line 1: Terminus 200  
 Address Line 2: 3333 Piedmont Road, Suite 2500  
 Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.016300
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	02/07/2013

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4<sup>th</sup> day of January, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 4, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and Newell Recycling of Atlanta, Inc., a Texas corporation ("Newell Atlanta"), and the other Persons that are or become a party thereto as borrowers (Newell Atlanta and such other Persons, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the Guarantors party thereto from time to time, the lenders party thereto (the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 4, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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**TRADEMARK**  
**REEL: 004958 FRAME: 0232**

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

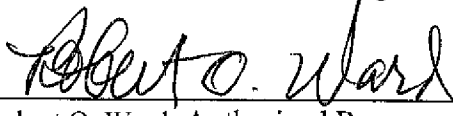
NEWELL RECYCLING OF ATLANTA, INC., a Texas corporation  
NEWELL TRANSPORTATION, LLC, a Georgia limited liability  
company  
NEWELL BROKERAGE, LLC, a Georgia limited liability company  
NEWELL RECYCLING OF MACON, LLC, a Georgia limited  
liability company  
NEWELL RECYCLING OF GWINNETT, LLC, a Georgia limited  
liability company  
NEWELL INVESTMENTS, LLC, a Georgia limited liability  
company  
NEWELL PROPERTIES, LLC, a Georgia limited liability company  
NEWELL RECYCLING OF CONYERS, LLC, a Georgia limited  
liability company  
NEWELL SAVANNAH, LLC, a Georgia limited liability company  
(formerly known as NEWELL RECYCLING OF SAVANNAH, LLC)  
NEWELL RECYCLING OF LAVONIA, LLC, a Georgia limited  
liability company (formerly known as NEWELL RECYCLING OF  
ELBERTON, LLC)  
NEWELL RECYCLING OF DOUGLAS COUNTY, LLC, a Georgia  
limited liability company  
NEWELL RECYCLING OF AUGUSTA LLC, a Georgia limited  
liability company  
SOUTHERN PIK-A-PART OF AUGUSTA, LLC, a Georgia limited  
liability company  
SOUTHERN PIK-A-PART OF EAST CONYERS LLC, a Georgia  
limited liability company  
NEWELL RECYCLING OF TUCKER, LLC, a Georgia limited  
liability company  
NEWELL RECYCLING OF COLUMBUS, LLC, a Georgia limited  
liability company  
NEWELL RECYCLING OF SAVANNAH, LLC, a Georgia limited  
liability company  
NEWELL RECYCLING OF STATESBORO, LLC, a Georgia limited  
liability company (formerly known as NEWELL RECYCLING OF  
BULLOCH COUNTY, LLC; formerly known as NEWELL  
RECYCLING OF STEPHENS COUNTY, LLC)  
SOUTHERN PIK-A-PART OF COLUMBUS, LLC, a Georgia limited  
liability company  
SOUTHERN PIK-A-PART OF LAVONIA, LLC, a Georgia limited  
liability company  
NEWELL DIRECT, LLC, a Georgia limited liability company  
NEWELL RECYCLING OF ROME, LLC, a Georgia limited liability  
company  
NEWELL EQUIPMENT LEASING, LLC, a Georgia limited liability  
company  
NEWELL RECYCLING, LLC, a Georgia limited liability company

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STACKS MALLORY, LLC, a Georgia limited liability company  
NEWELL SECURITY, LLC, a Georgia limited liability company  
NEWELL HOLDING, LLC, a Georgia limited liability company  
TECH RECYCLING, LLC, a Georgia limited liability company  
NEWELL RECYCLING OF ALLENDALE, LLC, a Georgia limited liability company  
PIEDMONT RECYCLING GROUP, LLC, a Georgia limited liability company  
NEWELL EXPORTS, LLC, a Georgia limited liability company  
MARTIN STREET PROPERTY, LLC, a Georgia limited liability company  
NEWELL SERVICES, LLC, a Georgia limited liability company  
NEWELL RECYCLING OF SWAINSBORO, LLC, a Georgia limited liability company  
SOUTHERN PIK-A-PART OF SWAINSBORO, LLC, a Georgia limited liability company  
SOUTHERN PIK-A-PART, LLC, a Georgia limited liability company

By:

  
\_\_\_\_\_  
Robert O. Ward, Authorized Representative



**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

By: \_\_\_\_\_

S.N. Thomas, Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Listed on the signature pages attached hereto	USA	NEWELL RECYCLING	3,201,066	1/23/2007
Listed on the signature pages attached hereto	USA	[DESIGN ONLY]	3,219,538	3/20/2007

**Trade Names**

None

**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

None