

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Trademark Security Agreement Recorded at Reel 4807/Frame 0590 |

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|-----------------------------|-----------------|-----------------------|-------------------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CIT Finance LLC | | 08/19/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

| | |
|-----------------------------|---------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Wastequip LLC |
| Street Address: | 1901 Roxborough Road |
| Internal Address: | Suite 300 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28211 |
| Entity Type: | LIMITED LIABILITY COMPANY: OHIO |

| | |
|--------------------------|-------------------------------------|
| Name: | Wastequip Manufacturing Company LLC |
| Street Address: | 1901 Roxborough Road |
| Internal Address: | Suite 300 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28211 |
| Entity Type: | LIMITED LIABILITY COMPANY: OHIO |

| | |
|--------------------------|---|
| Name: | Toter, LLC |
| Street Address: | 1901 Roxborough Road |
| Internal Address: | Suite 300 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28211 |
| Entity Type: | LIMITED LIABILITY COMPANY: NORTH CAROLINA |

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|--------------|---------------|
| Name: | Glabreath LLC |
|--------------|---------------|

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|-------------------|------------------------------------|
| Street Address: | 1901 Roxborough Road |
| Internal Address: | Suite 300 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28211 |
| Entity Type: | LIMITED LIABILITY COMPANY: INDIANA |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 1123935 | A |
| Registration Number: | 1426599 | TOTER |
| 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 |
| Registration Number: | 1921515 | WORKSAVER |
| Registration Number: | 1957439 | RIGHTHOOK |
| Registration Number: | 1957440 | RIGHTHOOK |
| Registration Number: | 2046457 | RUGGED RIM |
| Registration Number: | 2041187 | HANDS FREE |
| Registration Number: | 3014730 | REVOLUTION |
| Registration Number: | 3263925 | CLASSIC GALBREATH |
| Registration Number: | 3136524 | HOOK-IT |
| Registration Number: | 3218792 | SLAYER |
| Registration Number: | 3182345 | POWER TOWER |
| Registration Number: | 3895768 | POWERTOWER |
| Registration Number: | 4179770 | SMARTWAY III |
| Registration Number: | 4140415 | TOTER |
| Serial Number: | 85104123 | TOTER |
| Serial Number: | 85369305 | ORGANICS2GO |
| Serial Number: | 85369320 | ORGANICS 2 GO COLLECT · STORE · TRANSPOR |

CORRESPONDENCE DATA

Fax Number: 3126095005

TRADEMARK
REEL: 005094 FRAME: 0506

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

Phone: 312-609-7804
Email: ccasey@vedderprice.com
Correspondent Name: Christine Casey
Address Line 1: 222 N. LaSalle Street, 25th Floor
Address Line 2: c/o Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 27804.00.0070 |
| NAME OF SUBMITTER: | Christine Casey |
| Signature: | /Christine Casey/ |
| Date: | 08/20/2013 |

Total Attachments: 7

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “**Termination and Release**”) dated as of August 19, 2013, is made by CIT Finance LLC, a Delaware limited liability company located at 11 West 42nd Street, 13th 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**”), in favor of 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**”).

WITNESSETH:

WHEREAS, pursuant to that certain 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, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below) (the “**Security Interest**”);

WHEREAS, in connection with the Security Agreement, the Grantors executed that certain Trademark Security Agreement, dated as of June 15, 2012, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) for recording the grant of the Security Interest in the Trademark Collateral with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on June 25, 2012 at Reel 4807/Frame 0590;

WHEREAS, the Grantors have requested that the Collateral Agent: (a) terminate and release the Security Interest of the Collateral Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for recordation with the United States Patent and Trademark Office.

WHEREAS, the Grantors have satisfied and fulfilled all of their obligations to release the Collateral Agent’s Security Interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent’s release to the Grantors of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees with the Grantors as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term “**Trademark Collateral,**” as used herein, shall mean, collectively, all of each Grantor’s right, title and interest in, to and under the following, in each case whether then or thereafter existing or in which such Grantor then had or thereafter acquired an interest and wherever the same may be located:

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.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, the Security Interest in all right, title or interest of the Grantors in, to and under all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth on Schedule A hereto, and reassigns and transfers any right, title and interest that the Collateral Agent may have in the Trademark Collateral to the Grantors.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Grantors or their successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, discharge or release to the Grantors of the Security Interest in the Trademark Collateral contemplated hereby.

4. Governing Law. THIS TERMINATION AND RELEASE 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).

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIT FINANCE LLC

By: 
Name: Renee Singer
Title: Managing Director

SCHEDULE A
to
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. 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 & DESIGN | 76/659,470 | 05/03/2006 | 3,263,925 | 07/17/2007 |
| SMARTWAY III | 77/804,348 | 08/13/2009 | N/A | N/A |

| <u>Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|-------------------|--------------------|-----------------|------------------|
| 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 |
| TOTER | RM/2008/6226 | 10/27/2008 | 1300739 | 6/3/2010 |

| <u>Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-------------------|--------------------|-----------------|------------------|
| 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 & DESIGN | 1,196,151 | 7/19/2011 | 1,254,090 | 11/24/2011 |
| 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 |

| <u>Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-------------------|--------------------|-----------------|------------------|
| 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 |