

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308915

|   |   |                       |                                     |
|---|---|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                  |
| TMD WEK North LLC   |   | 06/20/2014            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                     |
| <b>Name:</b>  | PNC Bank                                    |                       |                                     |
| <b>Street Address:</b>  | 500 First Avenue                            |                       |                                     |
| <b>City:</b>  | Pittsburgh                                  |                       |                                     |
| <b>State/Country:</b>   | PENNSYLVANIA                                |                       |                                     |
| <b>Postal Code:</b>   | 15219                                       |                       |                                     |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 1441994                                     | ROLL-A-WASTE          |                                     |
| <b>Registration Number:</b>   | 2067074                                     | ROLL-A-WASTE          |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                     |
| <b>Fax Number:</b>  | 2158325619                                  |                       |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |   |                       |                                     |
| <b>Phone:</b>   | 215-569-5619                                |                       |                                     |
| <b>Email:</b>   | pecsenye@blankrome.com                      |                       |                                     |
| <b>Correspondent Name:</b>  | Timothy D. Pecsénye                         |                       |                                     |
| <b>Address Line 1:</b>  | One Logan Square                            |                       |                                     |
| <b>Address Line 2:</b>  | 8th Floor                                   |                       |                                     |
| <b>Address Line 4:</b>  | Philadelphia, PENNSYLVANIA 19103-6998       |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 074658-01853                                |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Timothy D. Pecsénye                         |                       |                                     |
| <b>SIGNATURE:</b>   | /Timothy D. Pecsénye/                       |                       |                                     |
| <b>DATE SIGNED:</b>   | 06/27/2014                                  |                       |                                     |
| <b>Total Attachments: 8</b>   |   |                       |                                     |
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| source=Trademark and Patent Security Agreement (TMD North)#page2.tif  |   |                       |                                     |
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TRADEMARK

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source=Trademark and Patent Security Agreement (TMD North)#page8.tif

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement") made as of this 20<sup>th</sup> day of June, 2014 by **TMD WEK North LLC**, a Delaware limited liability company ("Grantor"), in favor of **PNC Bank, National Association**, in its capacity as administrative agent and collateral agent for the Lenders ("Agent").

### W I T N E S S E T H

WHEREAS, Grantor (together with TMD WEK South LLC, a Delaware limited liability company ("WEK South"), TMD WEK LLC, a Delaware limited liability company ("WEK Parent" and together with Grantor and WEK South, collectively, the "Joining Borrowers"), Toledo Molding & Die, Inc., a Delaware corporation ("TMD"), Cockpit Assemblies, LLC, an Ohio limited liability company ("Cockpit"), TMD Holdings, LLC, a Delaware limited liability company ("Holdings"), TMD Sales Company, Inc., an Ohio corporation ("Sales"), TMD Sequencing LLC, a Michigan limited liability company ("Sequencing" and together with TMD, Cockpit, Holdings and Sales, collectively, the "Existing Borrowers" and each, an "Existing Borrower" and together with the Joining Borrowers, collectively, the "Borrowers" and each, a "Borrower"), has entered into that certain Fourth Amendment and Joinder to Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (the "Fourth Amendment"), with the financial institutions party thereto as lenders (collectively, the "Lenders") and Agent, which amends that certain Revolving Credit, Term Loan and Security Agreement dated as of November 14, 2011 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), among the Borrowers, the Lenders and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

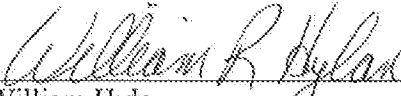
6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**TMD WEK NORTH LLC**

By:   
William Hylan  
Chief Financial Officer and Treasurer

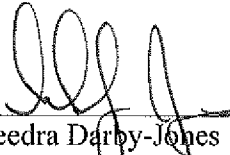
[Signature Page to Trademark and Patent Security Agreement (TMD WEK North LLC)]

**TRADEMARK**  
**REEL: 005310 FRAME: 0442**

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:

  
\_\_\_\_\_  
Deedra Darby-Jones  
Vice President

[Signature Page to Trademark and Patent Security Agreement (TMD WEK North LLC)]

**TRADEMARK**  
**REEL: 005310 FRAME: 0443**

**SCHEDULE 1**

**Trademarks**

| <u>Application<br/>or<br/>Trademark<br/>No.</u> | <u>Country</u> | <u>Registration<br/>or<br/>Filing Date</u> | <u>Expiration Date</u> | <u>Trademark</u> | <u>Owner</u>   |
|---|----------------|--|------------------------|------------------|--|
| 1,441,994                                       | USA            | 6/9/1987                                   | 6/9/2017               | Roll-A-Waste     | WEK North<br>(listed in<br>trademark<br>database as WEK<br>Industries, Inc.) |
| 2,067,074                                       | USA            | 6/3/1997                                   | 6/3/2017               | Roll-A-Waste     | WEK North<br>(listed in<br>trademark<br>database as WEK<br>Industries, Inc.) |

**SCHEDULE 1 CONT'D**

**Patents**

| <u>Application or Patent No.</u> | <u>Country</u> | <u>Issue or Filing Date</u> | <u>Expiration Date</u>   | <u>Title</u>  | <u>Owner</u>  |
|----------------------------------|----------------|-----------------------------|--|---|---|
| 61/946,641                       | USA            | 2/28/2014                   | 20 years (plus any PTA adjustment) from filing date of utility application | Blow-molded waste cart with handle                                    | WEK North (listed in patent database as WEK Industries, Inc.) |
| 61/946,634                       | USA            | 2/28/2014                   | 20 years (plus any PTA adjustment) from filing date of utility application | Blow-molded waste cart with molded latch bar pocket                   | WEK North (listed in patent database as WEK Industries, Inc.) |
| 61/946,637                       | USA            | 2/28/2014                   | 20 years (plus any PTA adjustment) from filing date of utility application | Blow-molded waste cart with insert molded lift pocket reinforcement   | WEK North (listed in patent database as WEK Industries, Inc.) |
| 61/946,644                       | USA            | 2/28/2014                   | 20 years (plus any PTA adjustment) from filing date of utility application | Blow-molded waste cart with molded axle retaining straps              | WEK North (listed in patent database as WEK Industries, Inc.) |
| 61/946,645                       | USA            | 2/28/2014                   | 20 years (plus any PTA adjustment) from filing date of utility application | Blow-molded waste cart with molded circumferential compression flange | WEK North (listed in patent database as WEK Industries, Inc.) |
| 61/946,645                       | USA            | 2/28/2014                   | 20 years (plus any PTA adjustment) from filing date of utility application | Blow-molded waste cart with molded circumferential compression flange | WEK North (listed in patent database as WEK Industries, Inc.) |



## POWER OF ATTORNEY

TMD WEK NORTH LLC, a Delaware limited liability company (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as administrative agent and collateral agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, and the other borrowers party thereto dated as of November 14, 2011 (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of June 20, 2014 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

FMD WEK NORTH LLC

By: William R. Hylan  
Name: WILLIAM R. HYLAN  
Title: CFO & TREASURER