

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newell Recycling, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Recycling of Georgia, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Recycling of Atlanta, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Transportation, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Brokerage, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Recycling of Gwinnett, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Savannah, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Southern Pik-A-Part of Augusta, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Recycling of Savannah, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Southern Pik-A-Part of Columbus, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Equipment Leasing, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Southern Pik-A-Part of Gwinnett, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Mobile Salvage Services, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell South, LLC		10/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Newell Recycling Southeast, LLC		10/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Stacks Mallory, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Martin Street Property, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA
Newell Exports, LLC		10/28/2015	LIMITED LIABILITY COMPANY: GEORGIA

OP \$65.00 3201066

RECEIVING PARTY DATA

Name:	Bank of Utah, as Collateral Agent
Street Address:	200 East South Temple, Suite 210
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	Banking institution: UNITED STATES

PROPERTY NUMBERS Total: 2

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

CORRESPONDENCE DATA

Fax Number: 7146686457

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.

Phone: 7146686327

Email: barbaraalder@paulhastings.com

Correspondent Name: Barbara Alder

Address Line 1: 695 Town Center Drive, 17th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Louis E. "Chip" Shirley III

SIGNATURE: /Louis E. "Chip" Shirley III/

DATE SIGNED: 10/29/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS INSTRUMENT OR AGREEMENT, AND THE INSTRUMENTS, AGREEMENTS, AND DOCUMENTS ENTERED INTO IN CONNECTION HERewith, INCLUDING THE LOAN DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT AS DEFINED BELOW), ARE SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED ON OR ABOUT OCTOBER 28, 2015 BETWEEN BANK OF UTAH AND WELLS FARGO BANK, NATIONAL ASSOCIATION (INCLUDING EACH SUCH PARTY'S SUCCESSORS AND ASSIGNS), AND SUCH SUBORDINATION PROVISIONS SHALL BE BINDING ON ALL FUTURE HOLDERS OF THIS INSTRUMENT OR AGREEMENT AND ALL RENEWALS, REPLACEMENTS AND MODIFICATIONS WITH RESPECT THERETO.

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of October, 2015 among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF UTAH in its capacity as collateral agent for the Lender Group (together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 2015 (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among NEWELL RECYCLING OF GEORGIA, LLC, a Georgia limited liability company ("NR Georgia"), NEWELL RECYCLING OF ATLANTA, LLC, a Georgia limited liability company ("NR Atlanta"), NEWELL TRANSPORTATION, LLC, a Georgia limited liability company ("Newell Transportation"), NEWELL BROKERAGE, LLC, a Georgia limited liability company ("Newell Brokerage"), NEWELL RECYCLING OF GWINNETT, LLC, a Georgia limited liability company ("NR Gwinnett"), NEWELL SAVANNAH, LLC, a Georgia limited liability company ("Newell Savannah"), SOUTHERN PIK-A-PART OF AUGUSTA, LLC, a Georgia limited liability company ("SPAP Augusta"), NEWELL RECYCLING OF SAVANNAH, LLC, a Georgia limited liability company ("NR Savannah"), SOUTHERN PIK- A-PART OF COLUMBUS, LLC, a Georgia limited liability company ("SPAP Columbus"), NEWELL EQUIPMENT LEASING, LLC, a Georgia limited liability company ("Newell Equipment"), SOUTHERN PIK-A-PART OF GWINNETT, LLC, a Georgia limited liability company ("SPAP Gwinnett"), MOBILE SALVAGE SERVICES, LLC, a Georgia limited liability company ("Mobile Salvage"), NEWELL SOUTH, LLC, a Georgia limited liability company ("Newell South"); NEWELL RECYCLING, LLC, a Georgia limited liability company ("Newell Recycling") (collectively, NR Georgia, NR Atlanta, Newell Transportation, Newell Brokerage, NR Gwinnett, Newell Savannah, SPAP Augusta, NR Savannah, SPAP Columbus, Newell Equipment, SPAP Gwinnett, Mobile Salvage, Newell South, and Newell Recycling are referred to as the "Borrower"), each of the other parties thereto identified on the signature pages thereof as Guarantors, the Lenders from time to time party thereto as "Lenders" ("Lenders"), the Administrative Agent and the Collateral Agent, the Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Lender Group, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement. Any reference herein to the Credit Agreement or any other Loan Document shall be deemed to refer to the Credit Agreement, as further amended, restated, supplemented or otherwise modified from and after the date hereof. The parties hereto agree that all references in the Loan Documents to (i) "Guarantors" shall include Newell Recycling Southeast, LLC which is the direct or indirect owner of all of the equity interests in the Borrowers, except Newell Exports, LLC, and (ii) "Borrower" in the singular form shall be deemed to be a reference to all Borrowers, jointly and severally.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a. all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

b. all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

c. all reissues, continuations, extensions, modifications or renewals of the foregoing;

d. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

e. all products and proceeds 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 Trademark licensed under any Intellectual Property License or (ii) injury to

the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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, and in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the 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 Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5 Grantors hereby authorize Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case

may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. SUBORDINATION.

a. Notwithstanding anything herein to the contrary, the Indebtedness under this Agreement and the Lien and security interests granted to the Collateral Agent pursuant to the Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder, are subject to the provisions of the First Lien/Second Lien Subordination Agreement. If there is a conflict between the terms of the First Lien/Second Lien Subordination and this Agreement or any Loan Document, the terms of the First Lien/Second Lien Subordination will control.

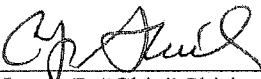
b. Notwithstanding anything herein to the contrary, the Liens in favor of the First Lien Agent securing "Obligations" under and as defined in the First Lien Credit Agreement shall be permitted first priority Liens on all Collateral and all references to "perfected first-priority security interest", "first priority perfected security interest", "first priority Lien" and "first priority Mortgages" shall be changed to "perfected second-priority security interest", "second priority perfected security interest", "second priority Lien" and "second priority Mortgages", as applicable or words of similar import*, in each case "subject only to any prior Lien in favor of the First Lien Agent securing "Obligations" under and as defined in the First Lien Credit Agreement".

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

NEWELL RECYCLING OF GEORGIA, LLC
NEWELL RECYCLING OF ATLANTA, LLC
NEWELL TRANSPORTATION, LLC
NEWELL BROKERAGE, LLC
NEWELL RECYCLING OF GWINNETT, LLC
NEWELL SAVANNAH, LLC
SOUTHERN PIK-A-PART OF AUGUSTA, LLC
NEWELL RECYCLING OF SAVANNAH, LLC
SOUTHERN PIK-A-PART OF COLUMBUS, LLC
NEWELL EQUIPMENT LEASING, LLC
SOUTHERN PIK-A-PART OF GWINNETT, LLC
MOBILE SALVAGE SERVICES, LLC
NEWELL SOUTH, LLC
NEWELL RECYCLING, LLC
NEWELL RECYCLING SOUTHEAST, LLC
STACKS MALLORY, LLC
MARTIN STREET PROPERTY, LLC
NEWELL EXPORTS, LLC

By:


Name: Louis E. "Chip" Shirley III
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005657 FRAME: 0060

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF UTAH, as Agent

By: Arge Feotis

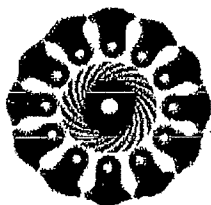
Name: Arge Feotis
Title: Asst. Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

1. The name, "Newell Recycling", U.S. PTO Registration No. 3,201,066
2. The "Wheel Design" (see example below), U.S. PTO Registration No. 3,219,538



NEWELL RECYCLING OF DOUGLAS COUNTY
CONSERVING NATURAL RESOURCES SINCE 1935

3. Wheel Design (above) with name "Newell Recycling Southeast", Georgia Secretary of State Registration No. S-27419.