

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wastequip, LLC		03/20/2018	Limited Liability Company: OHIO
Wastequip Manufacturing Company LLC		03/20/2018	Limited Liability Company: OHIO
Toter, LLC		03/20/2018	Limited Liability Company: NORTH CAROLINA
Galbreath LLC		03/20/2018	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 7TH AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1123935	A
Registration Number:	1780831	ATLAS
Registration Number:	5162252	BUILT FOR EXTREMES
Registration Number:	5297062	CAN DO TOTER
Registration Number:	3263925	CLASSIC GALBREATH
Registration Number:	4585680	G
Registration Number:	1796654	GALBREATH
Registration Number:	4851889	GET PARTS, NOT EXCUSES
Registration Number:	4842013	
Registration Number:	2041187	HANDS FREE
Registration Number:	1713060	HIGHLIFT
Registration Number:	4804307	ORGANICS 2 GO COLLECT · STORE · TRANSPOR
Registration Number:	4908936	ORGANICS 2 GO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3182345	POWER TOWER
Registration Number:	3895768	POWERTOWER
Registration Number:	1957439	RIGHTHOOK
Registration Number:	1957440	RIGHTHOOK
Registration Number:	5037590	ROC LOC
Registration Number:	5037591	ROC LOC
Registration Number:	2046457	RUGGED RIM
Registration Number:	4179770	SMARTWAY III
Registration Number:	1426599	TOTER
Registration Number:	4140415	TOTER
Registration Number:	1688757	TRIMLIFT
Registration Number:	1866004	WASTEQUIP
Registration Number:	4443337	WASTEQUIP
Registration Number:	4443336	W
Registration Number:	1921515	WORKSAVER
Registration Number:	5344137	RACK 'N PINION
Serial Number:	87507382	PIONEER
Serial Number:	87492932	MOUNTAIN TARP
Serial Number:	87492937	MOUNTAIN TARP
Serial Number:	87492947	PIONEER
Serial Number:	87718799	PLUG AND PLAY

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1104164-0026-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	03/21/2018

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 20, 2018, by and among **WASTEQUIP, LLC**, an Ohio limited liability company, **WASTEQUIP MANUFACTURING COMPANY LLC**, an Ohio limited liability company, **TOTER, LLC**, a North Carolina limited liability company and **GALBREATH LLC**, an Indiana limited liability company, (each, a “Grantor” and together, the “Grantors”) and **BARCLAYS BANK PLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of March 20, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest

in the Trademarks under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN 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.

WASTEQUIP, LLC, an Ohio limited liability company

By: SPIS
Name: Steven Klueg
Title: Executive Vice President,
Chief Financial Officer and Treasurer

**WASTEQUIP MANUFACTURING COMPANY
LLC**, an Ohio limited liability company

By: SPIS
Name: Steven Klueg
Title: Executive Vice President,
Chief Financial Officer and Treasurer

TOTER, LLC, a North Carolina limited liability
company

By: SPIS
Name: Steven Klueg
Title: Executive Vice President,
Chief Financial Officer and Treasurer

GALBREATH LLC, an Indiana limited liability
company

By: SPIS
Name: Steven Klueg
Title: Executive Vice President,
Chief Financial Officer and Treasurer

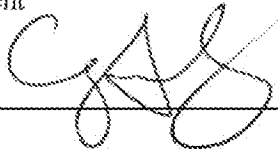
Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:



Craig Malloy
Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006297 FRAME: 0428

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner/Grantor	Trademark	Registration Number	Registration Date
Wastequip Manufacturing Company LLC	A & DESIGN	1,123,935	8/14/1979
Toter, LLC	ATLAS	1,780,831	7/6/1993
Toter, LLC	BUILT FOR EXTREMES	5,162,252	3/14/2017
Toter, LLC	CAN DO TOTER AND DESIGN	5,297,062	9/26/2017
Galbreath LLC	CLASSIC GALBREATH & DESIGN	3,263,925	7/17/2007
Wastequip, LLC	G STAR LOGO	4,585,680	8/12/2014
Galbreath LLC	GALBREATH & DESIGN	1,796,654	10/5/1993
Wastequip, LLC	GET PARTS, NOT EXCUSES	4,851,889	11/10/2015
Wastequip, LLC	GO TO PARTS LOGO	4,842,013	10/27/2015
Toter, LLC	HANDS FREE	2,041,187	2/25/1997
Toter, LLC	HIGHLIFT	1,713,060	9/8/1992
Wastequip, LLC	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	4,804,307	1/9/2015
Wastequip, LLC	ORGANICS2GO	4,908,936	1/3/2016
Galbreath LLC	POWER TOWER	3,182,345	12/12/2006
Galbreath LLC	POWER TOWER & DESIGN	3,895,768	12/28/2010
Galbreath LLC	RIGHTHOOK	1,957,439	2/20/1996
Galbreath Inc.	RIGHTHOOK & DESIGN	1,957,440	2/20/1996
Wastequip, LLC	ROC LOC	5,037,590	9/6/2016
Wastequip, LLC	ROC LOC AND DESIGN	5,037,591	9/6/2016
Toter, LLC	RUGGED RIM	2,046,457	3/18/1997
Toter, LLC	SMARTWAY III	4,179,770	7/24/2012
Toter, LLC	TOTER	1,426,599	1/27/1987
Toter, LLC	TOTER	4,140,415	5/8/2012
Toter, LLC	TRIMLIFT	1,688,757	5/26/1992
Wastequip, LLC	WASTEQUIP	1,866,004	12/6/1994
Wastequip, LLC	WASTEQUIP	4,443,337	12/3/2013
Wastequip, LLC	WASTEQUIP (DESIGN/LOGO)	4,443,336	12/3/2013
Toter, LLC	WORKSAVER	1,921,515	9/26/1995
Wastequip, LLC	RACK 'N PINION	5,344,137	11/28/2017

Trademark Applications:

Owner/Grantor	Trademark	Application Number	Application Date
Wastequip, LLC	PIONEER LOGO	87507382	6/27/2017
Wastequip, LLC	MOUNTAIN TARP	87492932	6/14/2017
Wastequip, LLC	MOUNTAIN TARP LOGO	87492937	6/14/2017
Wastequip, LLC	PIONEER	87492947	6/14/2017
Galbreath LLC	PLUG AND PLAY	87718799	12/13/2017