

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at Reel 5096, Frame 0403

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Finance LLC, as collateral agent		03/20/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wastequip, LLC
Street Address:	6525 Morrison Boulevard, Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	Limited Liability Company: OHIO
Name:	Wastequip Manufacturing Company LLC
Street Address:	6525 Morrison Boulevard, Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	Limited Liability Company: OHIO
Name:	Toter, LLC
Street Address:	6525 Morrison Boulevard, Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	Limited Liability Company: NORTH CAROLINA
Name:	Galbreath LLC
Street Address:	6525 Morrison Boulevard, 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:	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:	3182345	POWER TOWER
Registration Number:	3895768	POWERTOWER
Registration Number:	3263925	CLASSIC GALBREATH
Registration Number:	4179770	SMARTWAY III
Registration Number:	3136524	HOOK-IT
Registration Number:	3218792	SLAYER
Registration Number:	4140415	TOTER
Serial Number:	85369320	ORGANICS 2 GO COLLECT · STORE · TRANSPOR
Serial Number:	85369305	ORGANICS 2 GO
Serial Number:	85903868	WASTEQUIP
Serial Number:	85903867	W

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: 8

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 20, 2018 (this "Release"), is made by CIT Finance LLC, a Delaware limited liability company, as Collateral Agent under that certain Security Agreement (defined below), located at 11 West 42nd Street, 13th Floor, New York, New York 10036 (the "Assignor"), in favor of Wastequip, LLC, an Ohio limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211, Wastequip Manufacturing Company LLC, an Ohio limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211, Toter, LLC, a North Carolina limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211 and Galbreath LLC, an Indiana limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211(the "Assignees").

WITNESSETH:

WHEREAS, the Assignees and the Assignor, among other parties, are parties to that certain (i) Pledge and Security Agreement dated as of August 9, 2013 (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 pursuant to which the Assignees granted a security interest to the Assignor in the Trademark Collateral (as defined below) and (ii) Trademark Security Agreement, dated as of August 9, 2013 (the "Trademark Security Agreement");

WHEREAS, as security for the payment or performance, as the case may be, in full of the Obligations, Assignees, pursuant to the Security Agreement and the Trademark Security Agreement, as applicable, granted to the Assignor, for the benefit of the Secured Parties, a security interest in and continuing lien on each such Assignee's right, title and interest in, to and under the following, in each case whether then owned or thereafter existing or in which each Assignee then had or thereafter acquired an interest and wherever the same may be located (collectively, the "Trademark Collateral"):

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 then or

thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 22, 2013 at Reel/Frame No. 5096/0403; and

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Trademark Security Agreement or Security Agreement, as applicable, and used herein have the meaning given to them in the Trademark Security Agreement or the Security Agreement, as applicable.

Section 2. Release of Security Interest. The Assignor hereby terminates, releases and discharges fully its security interest in, all right, title and interest in or to the Trademark Collateral, including, without limitation, the Trademarks on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees. The Assignor hereby acknowledges and agrees that the Trademark Security Agreement is terminated.

Section 3. Recordation. The Assignor hereby authorizes the Assignees or the Assignees' authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Section 4. Further Assurances. The Assignor hereby agrees to execute and deliver to any Assignee all termination statements, releases and similar documents that such Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral, at such Assignee's sole cost and expense.

Section 5. Governing Law. **THIS AGREEMENT 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).

Section 6. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIT FINANCE LLC,
as the Collateral Agent

By: Brion Scully

Name: Brion Scully
Title: Vice President

[Release of Security Interest (Trademarks)]

TRADEMARK
REEL: 006297 FRAME: 0518

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country /State	Trademark	Application Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
US	A & DESIGN	73/177,565	07/10/1978	1,123,935	08/14/1979	Wastequip Manufacturing Company LLC
US	TOTER	73/592,473	04/09/1986	1,426,599	01/27/1987	Toter, LLC
US	HIGHLIFT	74/178,053	06/20/1991	1,713,060	09/08/1992	Toter, LLC
US	TRIMLIFT	74/178,100	06/20/1991	1,688,757	05/26/1992	Toter, LLC
US	ATLAS	74/225,165	11/25/1991	1,780,831	7/6/1993	Toter, LLC
US	GALBREATH & DESIGN	74/269,041	04/24/1992	1,796,654	10/05/1993	Galbreath LLC
US	WASTEQUIP	74/370,940	03/23/1993	1,866,004	12/06/1994	Wastequip Manufacturing Company
US	WORKSAVER	74/583,402	10/07/1994	1,921,515	09/26/1995	Toter, LLC
US	RIGHTHOOK	74/599,402	11/16/1994	1,957,439	02/20/1996	Galbreath LLC
US	RIGHTHOOK & DESIGN	74/599,409	11/16/1994	1,957,440	02/20/1996	Galbreath LLC
US	RUGGED RIM	74/650,057	03/22/1995	2,046,457	03/18/1997	Toter, LLC
US	HANDS FREE	74/650,082	03/22/1995	2,041,187	02/25/1997	Toter, LLC
US	REVOLUTION	76/613,228	09/22/2004	3,014,730	11/15/2005	Galbreath LLC
US	POWER TOWER	76/648,620	10/17/2005	3,182,345	12/12/2006	Galbreath LLC
US	POWER TOWER & DESIGN	76/651,363	12/05/2005	3,895,768	12/28/2010	Galbreath LLC
US	CLASSIC GALBREATH & DESIGN	76/659,470	05/03/2006	3,263,925	07/17/2007	Galbreath LLC
US	SMARTWAY III	77/804,348	08/13/2009	4,179,770	7/24/2012	Toter, LLC

US	HOOK-IT	78/337,535	12/08/2003	3,136,524	08/29/2006	Galbreath LLC
US	SLAYER	78/617,852	04/27/2005	3,218,792	03/13/2007	Galbreath LLC
USOR	Wastequip Oregon	345357-99	3/7/2005	345357-99	3/7/2005	Wastequip Manufacturing Company LLC
USLA	ACCURATE INDUSTRIES OF LOUISIANA, INC.	N/A	N/A	502176	11/12/1992	Wastequip Manufacturing Company
USWI	RAYFO	N/A	N/A	5,900,557	10/7/1998	Wastequip Manufacturing Company
Canada	ATLAS	069617700	12/24/1991	TMA422572	01/28/1994	Toter, LLC
Canada	TOTER	057442900	12/10/1986	TMA336816	02/05/1988	Toter, LLC
Canada	TOTER	056153400	04/25/1986	TMA333598	10/30/1987	Toter, LLC
Mexico	TOTER	184138	11/25/1993	452438	2/15/1994	Toter, LLC
Mexico	TOTER	184139	11/25/1993	452337	2/14/1994	Toter, LLC
Argentina	TOTER	2803491	2/13/2008	2803491	02/13/2008	Toter, LLC
Benelux	TOTER	64450	9/6/1988	R 457618	10/02/1989	Toter, LLC
Germany	TOTER	T 27982	8/19/1988	1141554	6/20/1989	Toter, LLC
Italy	TOTER	RM/2008/6226	10/27/2008	1300739	6/3/2010	Toter, LLC
Switzerland	TOTER	5859/1988	8/16/1988	P-365284	11/2/1988	Toter, LLC
United Kingdom	TOTER	B1354649	8/12/1988	B1354649	02/01/1991	Toter, LLC
Mexico	GALBREATH & DESIGN	206,672	07/27/1994	514,768	01/25/1996	Galbreath LLC
Mexico	GALBREATH & DESIGN	206,683	07/27/1994	500,084	08/02/1995	Galbreath LLC
Mexico	GALBREATH & DESIGN	206,684	07/27/1994	500,138	08/03/1995	Galbreath LLC
Peru	TOTER	29,046	12/30/1996	38,059	08/11/1997	Toter, LLC
U.S.	TOTER	85/976,534	08/10/2010	4,140,415	05/08/2012	Toter, LLC

US	ORGANICS 2 GO COLLECT	85/369,320	7/12/2011	N/A	N/A	Wastequip, LLC
US	ORGANICS2G O	85/369,305	7/12/2011	N/A	N/A	Wastequip, LLC
Mexico	ORGANICS2G O	1,196,147	7/19/2011	1,251,305	11/11/2011	Wastequip, LLC
Mexico	ORGANICS2G O	1,196,148	7/19/2011	1,251,306	11/11/2011	Wastequip, LLC
Mexico	ORGANICS2G O	1,196,146	7/19/2011	1,251,304	11/11/2011	Wastequip, LLC
Mexico	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,149	7/19/2011	1,254,089	11/24/2011	Wastequip, LLC
Mexico	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,151	7/19/2011	1,254,090	11/24/2011	Wastequip, LLC
Mexico	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,152	7/19/2011	1,254,091	11/24/2011	Wastequip, LLC
Canada	ORGANICS2GO	1,537,055	7/25/2011	N/A	N/A	Wastequip, LLC
Canada	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,537,054	7/25/2011	N/A	N/A	Wastequip, LLC
California (state)	WASTEQUIP MCLAUGHLIN	N/A	N/A	2009-108124	07/20/2009	Wastequip Manufacturing Company LLC
US	Wastequip	85/903,868	4/15/2013	N/A	N/A	Wastequip, LLC
US	Wastequip (design/logo)	85/903,867	4/15/2013	N/A	N/A	Wastequip, LLC