

RE 6-3-99

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

06-09-1999

U.S. Department of Commerce
Patent and Trademark Office
PATENT



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RECORDATION FORM COVER SHEET
PATENTS ONLY

MAR 3-5-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) DEVIVO INDUSTRIES, INC. Execution Date
Month Day Year
2 23 99

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date
Month Day Year

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) GENERAL ELECTRIC CAPITAL CORPORATION If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2) _____

Address (line 1) 777 Long Ridge Road

Address (line 2) Building B, 1st Floor

Address (line 3) Stamford Connecticut 06927
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

FOR OFFICE USE ONLY

03/09/1999 DC0ATES 00000088 5683126
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 009996 FRAME: 0511

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="5,683,126"/>	<input type="text" value="5,201,434"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

J. GARY McALPIN
Name of Person Signing

J. Gary McAlpin
Signature

2/23/99
Date

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 23, 1999, by DEVIVO INDUSTRIES, INC., a Connecticut corporation ("Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 1998, Hi-Rise Recycling Systems, Inc., IDC Acquisition Sub, Inc., Wilkinson Company, Inc., Recycltech Enterprises Inc., Hesco Sales, Inc., United Truck and Body Corporation, Hesco Export Corporation, BPI Acquisition Corp., and DII Acquisition Corp. (collectively, "Borrowers"), General Electric Capital Corporation, NationsBank, N.A., Key Corporate Capital, Inc., the other Lenders signatory thereto from time to time (together with General Electric Capital Corporation, NationsBank, N.A. and Key Corporate Capital, Inc., the "Lenders"), Administrative Agent and NationsBank, N.A., as Revolver Agent for the Lenders ("Revolver Agent") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to, and to incur Letter of Credit Obligations on behalf of, Borrowers;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and for the benefit of the Revolver Agent and the ratable benefit of Lenders, that certain Subsidiary 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");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and for the benefit of the Revolver Agent and the ratable benefit of Lenders, this Patent 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself, Revolver Agent and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself, Revolver Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent 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.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be dated for reference as of the date first above written, but have in fact duly executed and delivered this Patent Security Agreement this 23rd day of February, 1999.

DEVIVO INDUSTRIES, INC., a Connecticut corporation

By: J. Gary McAlpin
Name: J. Gary McAlpin
Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

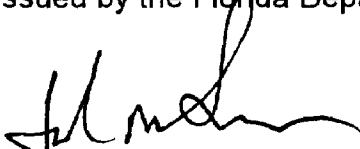
By: Timothy B. Perusek
Name: Timothy B. Perusek
Title: Senior Risk Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 23rd day of February, 1999, by J. Gary McAlpin, who personally appeared before me, being an officer of DeVivo Industries, Inc., a Connecticut corporation, on behalf of said corporation, and he acknowledged that he signed and delivered the foregoing instrument as his own free will and voluntary act for the purposes therein set forth. The above-named individual has produced the following identification which is current or has been issued within the past five years and bears a serial or other identifying number and did (did not) take an oath:

- the sworn written statement of a credible witness (who is presently known to the Notary) that the signer is personally known to the witness;
- a driver's license or non-driver's ID issued by Florida or any other U.S. state;
- a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;
- a U.S. military ID;
- a Canadian or Mexican driver's license issued by an official agency;
- for an inmate in custody, an ID issued by the Florida Department of Corrections;


 Print Name: TOBIUS M. SIMMONS
 NOTARY PUBLIC - State of New York
 Commission Number: _____
 My Commission Expires: _____

(Notarial Seal)

TOBIUS M. SIMMONS
 Notary Public, State of New York
 No. 4946316
 Qualified in New York County
 Commission Expires Jan. 27, 2001

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

1. Dual Locking Assembly for a Container
Application No. 618,025 filed 3/25/96
Patent No. 5,683,126 dated 11/4/97

2. Dumpster Locking Mechanism
Application No. 826,539 filed 1/27/92
Patent No. 5,201,434 dated 4/13/93

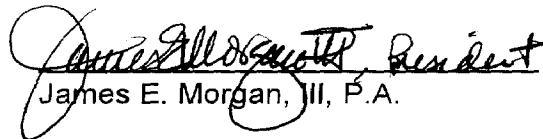
Commissioner of Patents and
Trademarks
June 1, 1999
Page No. 2

CERTIFICATE OF CERTIFIED MAILING UNDER 37 CFR 1.10

"Certified Mail" mailing label number Z 280 596 968
Date of Deposit - June 1, 1999

I hereby certify pursuant to 37 CFR 1.10 that these documents and fees are being deposited with the United States Postal Service "Certified Mail", on the date indicated above and are addressed to:

U.S. Department of Commerce
Patent and Trademark Office
Commissioner of Patents and Trademarks
Washington, D.C. 20231
Attention: Assignment/Recordation Branch


James E. Morgan, III, P.A.

STEEL ■
HECTOR
& DAVISSM

June 1, 1999

6-1-99

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

U.S. Department of Commerce
Patent and Trademark Office
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Attention: Assignment/Recordation Branch

Ladies and Gentlemen:

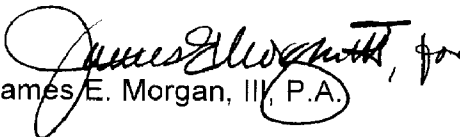
We are resubmitting for recordation in your offices the enclosed Patent Security Agreement dated as of February 23, 1999, by Devivo Industries, Inc. in favor of General Electric Capital Corporation, together with the relevant corrected Form PTO 1595 Patent Recordation Form Cover Sheet.

We ask that the enclosed Patent Security Agreement be recorded at your earliest convenience, and proof of same be returned to the undersigned:

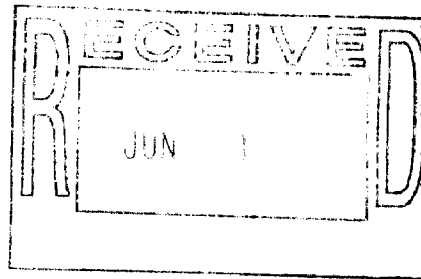
James E. Morgan, III, P.A.
Steel Hector & Davis
200 South Biscayne Boulevard
Suite 4000
Miami, Florida 33131-2398

Should you require any further information please call me at (305) 577-2875.

Very truly yours,


James E. Morgan, III, P.A.

Encls.



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