

FORM PTO-1619A  
Expires 6/30/99  
OMB 06-1-0027



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

12-15-1999

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TO: The Commissioner of Patents and

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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

☐ License

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ 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) KE Corporation

Execution Date  
Month Day Year

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

Name (line 2)

☐ 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.)

Address (line 1) 777 Long Ridge Road, Building B, 1st Floor

Address (line 2)

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

12/15/1999 TT0111 00000062 4979866

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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: 010425 FRAME: 0548**

**Correspondent Name and Address**

**Area Code and Telephone Number** (305) 577-2875

**Name** James E. Morgan, III

**Address: (line 1)** Steel Hector & Davis LLP

**Address: (line 2)** 200 South Biscayne Boulevard

**Address: (line 3)** Suite 4000

**Address: (line 4)** Miami, Florida 33131-2398

**Pages**

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

# 5

**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)**

072,307

**Patent Number(s)**

4,979,866

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

PCT

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

**Enter the total number of properties involved.**

# 2

**Fee Amount**

**Fee Amount for Properties Listed (37 CFR 3.41): \$** \$80.00

**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.

Bradley Hacker

**Name of Person Signing**

  
**Signature**

September 28, 1999

**Date**

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 28, 1999, by KE CORPORATION, a Delaware 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, Bes-Pac, Inc. (formerly known as 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 28 day of September, 1999.

KE CORPORATION, a Delaware corporation

By: Bradley H. Harker  
Name: Bradley Harker  
Title: Chief Financial Officer

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

By: \_\_\_\_\_  
Name:  
Title:

(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 \_\_\_\_ day of September, 1999.

KE CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

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

By: Timothy J. Lense  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

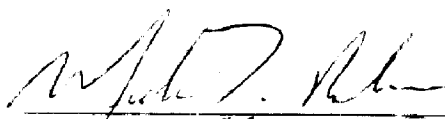
STATE OF FLORIDA

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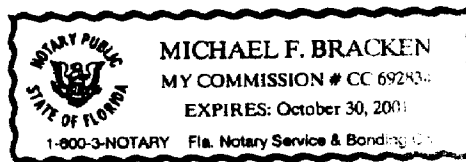
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of November, 1999, by DAVID HAYES, who personally appeared before me, being an officer of KE Corporation, a Delaware 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: Michael F. Bracken  
NOTARY PUBLIC - State of Florida  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Notarial Seal)



SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS

U.S. Patent  
No  
4,979,866

December 25, 1990

Waste Collection Vehicles

Patent  
Application  
No. 072,907

May 5, 1998

Modular Compactor System