

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4877368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
WASTEQUIP, LLC	03/20/2018
WASTEQUIP MANUFACTURING COMPANY LLC	03/20/2018
TOTER, LLC	03/20/2018
GALBREATH LLC	03/20/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	BARLCAYS BANK PLC, AS COLLATERAL AGENT
<b>Street Address:</b>	745 7TH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019

**PROPERTY NUMBERS Total: 46**

Property Type	Number
Patent Number:	5957523
Patent Number:	6273490
Patent Number:	6364153
Patent Number:	6464283
Patent Number:	6732883
Patent Number:	6796452
Patent Number:	7306110
Patent Number:	6981734
Patent Number:	6896312
Patent Number:	7240936
Patent Number:	7287807
Patent Number:	D557178
Patent Number:	7789256
Patent Number:	7736106
Patent Number:	7780383
Patent Number:	7798559

PATENT

Property Type	Number
Patent Number:	D683099
Patent Number:	D683100
Patent Number:	8905257
Patent Number:	8746805
Patent Number:	9039097
Patent Number:	9004842
Patent Number:	8998287
Patent Number:	9096097
Patent Number:	9302950
Patent Number:	9358745
Patent Number:	9415667
Patent Number:	9446656
Patent Number:	9481513
Patent Number:	9545868
Patent Number:	9550395
Patent Number:	9555755
Patent Number:	9751118
Patent Number:	9783363
Patent Number:	9821956
Patent Number:	9669748
Patent Number:	9874464
Patent Number:	9855883
Patent Number:	9896013
Application Number:	14623132
Application Number:	15185462
Application Number:	15674219
Application Number:	15725831
Application Number:	15834179
Application Number:	15234277
Application Number:	15613765

#### CORRESPONDENCE DATA

**Fax Number:** (213)452-2329

*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.*

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**PATENT**

**REEL: 045676 FRAME: 0909**

<b>ATTORNEY DOCKET NUMBER:</b>	1104164-0026-S216
<b>NAME OF SUBMITTER:</b>	JUSTINE LU
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	03/21/2018
<b>Total Attachments: 6</b> source=Oscar (HIG) - 2L Patent Security Agreement [Executed]#page1.tif source=Oscar (HIG) - 2L Patent Security Agreement [Executed]#page2.tif source=Oscar (HIG) - 2L Patent Security Agreement [Executed]#page3.tif source=Oscar (HIG) - 2L Patent Security Agreement [Executed]#page4.tif source=Oscar (HIG) - 2L Patent Security Agreement [Executed]#page5.tif source=Oscar (HIG) - 2L Patent Security Agreement [Executed]#page6.tif	

## SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (this "Patent 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 **BARLCAYS 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, 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 Patent 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 Patent 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) Patents of such Grantor listed on Schedule I attached hereto constituting Collateral; and
- (b) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patents 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 Patent 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 Patents under this Patent Security Agreement (without recourse or warranty of any kind, either express or implied).

SECTION 5. Counterparts. This Patent 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 Patent 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 Patent Security Agreement.

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


**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, each Grantor has caused this Patent 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:   
Name: Steven Klueg  
Title: Executive Vice President,  
Chief Financial Officer and Treasurer


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

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

**TOTER, LLC**, a North Carolina limited liability  
company

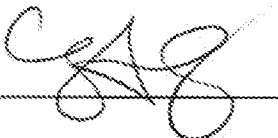
By:   
Name: Steven Klueg  
Title: Executive Vice President,  
Chief Financial Officer and Treasurer

**GALBREATH LLC**, an Indiana limited liability  
company

By:   
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 Patent Security Agreement]

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

<b>Owner/Grantor</b>	<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Wastequip Manufacturing Company LLC	Truck cover system having hold down tensioning apparatus	5,957,523	9/28/1999
Wastequip Manufacturing Company LLC	Reinforced pivot arm for truck covers	6,273,490	8/14/2001
Wastequip Manufacturing Company LLC	Waste container with displaceable panel closure	6,364,153	4/2/2002
Wastequip Manufacturing Company LLC	Container covering system with hydraulic or pneumatic actuation	6,464,283	10/15/2002
Wastequip Manufacturing Company LLC	Waste container with displaceable panel closure	6,732,883	5/11/2004
Wastequip Manufacturing Company LLC	Waste container with displaceable panel closure	6,796,452	9/28/2004
Wastequip, LLC	Sealing container door with stages of closure	7,306,110	12/11/2007
Wastequip Manufacturing Company LLC	Tarpaulin system for an open-top cargo hold	6,981,734	1/3/2006
Wastequip Manufacturing Company LLC	Variable height covering system	6,896,312	5/24/2005
Wastequip, LLC	Lid locking mechanism for a spreader twistlock	7,240,936	7/10/2007
Wastequip Manufacturing Company LLC	Poultry coop trailer and a method of transporting poultry therein	7,287,807	10/30/2007
Wastequip, LLC	Mobile storage tank	D557,178	12/11/2007
Wastequip, LLC	Multipurpose bulk container	7,789,256	9/7/2010
Wastequip Manufacturing Company LLC	Locking system for roll-off containers	7,736,106	6/15/2010
Wastequip Manufacturing Company LLC	Locking system for roll-off containers with a positive unlocking mechanism to prevent binding	7,780,383	8/24/2010
Wastequip Manufacturing Company LLC	Method of transporting poultry	7,798,559	9/21/2010
Toter, LLC	Wheel	D683,099	5/21/2013
Toter, LLC	Wheel hub	D683,100	5/21/2013
Wastequip, LLC	Grease container	8,905,257	12/9/2014
Wastequip Manufacturing Company LLC	Apparatus and method for remotely locking a container	8,746,805	6/10/2014
Wastequip, LLC	Apparatus and method for remotely locking a container	9,039,097	5/26/2015
Wastequip, LLC	Hoist apparatus	9,004,842	4/14/2015
Wastequip, LLC	Roll tarp system	8,998,287	4/7/2015
Toter, LLC	Wheel assembly	9,096,097	8/4/2015



Owner/Grantor	Title	Patent Number	Issue Date
Toter, LLC	Composting container	9,302,950	4/5/2016
Wastequip, LLC	Compactor	9,358,745	6/7/2016
Wastequip, LLC	Roll tarp system	9,415,667	8/16/2016
Wastequip, LLC	Covering apparatus for open-topped containers	9,446,656	9/20/2016
Wastequip, LLC	Waste container	9,481,513	11/1/2016
Galbreath LLC	Apparatus and method for loading, handling and transporting waste containers	9,545,868	1/17/2017
Wastequip, LLC	Wheel assembly	9,550,395	1/24/2017
Wastequip, LLC	Rear guard assembly	9,555,755	1/31/2017
Wastequip, LLC	Waste compactor	9,751,118	9/5/2017
Wastequip, LLC	Grease container	9,783,363	10/24/2017
Wastequip, LLC	Latch	9,821,956	11/21/17
Wastequip, LLC	Apparatus & method for remotely locking a container	9,669,748	6/6/2017
Wastequip, LLC	Retrofit mechanical protector for a sensor	9,874,464	1/23/2018
Wastequip, LLC	Pneumatic systems and devices for securing a container to a vehicle chassis	9,855,883	1/2/2018
Wastequip, LLC	Vehicle automatic hoist system and method	9,896,013	2/20/2018

Patent Applications:

Owner/Grantor	Title	Application Number	Application Date
Wastequip, LLC	Hoist assembly	14/623,132	2/16/2015
Wastequip, LLC	Vehicle vacuum truck tank securement system and method	15/185,462	6/17/2016
Wastequip, LLC	Hoist mechanism locking assembly	15/674,219	8/10/2017
Wastequip, LLC	Intermodal container	15/725,831	10/5/2017
Wastequip, LLC	Vertical forklift	15/834,179	12/7/2017
Wastequip, LLC	Roll Tarp System	15/234,277	8/11/2016
Wastequip, LLC	Apparatus and Method for Remotely Locking a Container	15/613,765	6/5/2017