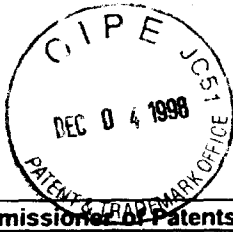


12-15-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

2,072,362

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

**Submission Type** 12-4-98

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**  Mark if additional names of conveying parties attached

Name HI-RISE RECYCLING SYSTEMS, INC. Execution Date  
Month Day Year  
10-28-98

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

**Receiving Party**  Mark if additional names of receiving parties attached

Name GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 777 LONG RIDGE ROAD

Address (line 2) BUILDING B, 1st FLOOR

Address (line 3) STANFORD CT 06927  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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 should be attached. (Designation must be a separate document from Assignment.)

12/11/1998 JSM/BAZZ 00000114 2072362

FOR OFFICE USE ONLY

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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

TRADEMARK  
REEL: 1826 FRAME: 0380

**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)

**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. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

|                      |                      |                      |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <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: Enclosed  Deposit Account

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

10.29.98  
Date Signed

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 28, 1998, by HI-RISE RECYCLING SYSTEMS, INC., a Florida 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 Security Agreement dated as of the date herewith (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 Trademark 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 TRADEMARK 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 "Trademark Collateral"):

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

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself 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 Trademark 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 Trademark Security Agreement to be dated for reference as of the date first above written, but have in fact duly executed and delivered this Trademark Security Agreement this 29 day of October, 1998.

**HI-RISE RECYCLING SYSTEMS, INC.**

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

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Administrative Agent**

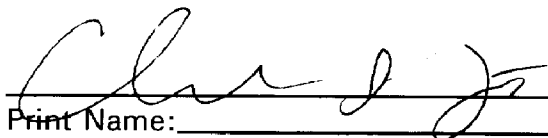
By: Timothy B. Perusek  
Name: Timothy B. Perusek  
Title: VP

ACKNOWLEDGMENT OF GRANTOR

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 1998, by J. Gary McAlpin, who personally appeared before me, being an officer of Hi-Rise Recycling Systems, Inc., a Florida 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: \_\_\_\_\_  
 NOTARY PUBLIC - State of New York  
 Commission Number: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

(Notarial Seal)

**CHARLES J ZITO**  
**NOTARY PUBLIC, State of New York**  
**No. 01216005925**  
**Qualified in New York County**  
**Commission Expires April 20, 2000**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Registration No. 2072362

Hi-Rise Logo

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RECORDED: 12/04/1998

TRADEMARK  
REEL: 1826 FRAME: 0385