

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Dumpster Acquisition, Inc.		02/05/2007	CORPORATION: DELAWARE
Big Dumpster Merger Sub, Inc.		02/05/2007	CORPORATION: DELAWARE
Wastequip, Inc.		02/05/2007	CORPORATION: OHIO
WQP Acquisition Inc.		02/05/2007	CORPORATION: DELAWARE
Cusco Fabricators, Inc.		02/05/2007	CORPORATION: OHIO
Wastequip Manufacturing Company		02/05/2007	CORPORATION: OHIO
Parts Place, Inc.		02/05/2007	CORPORATION: DELAWARE
Galbreath Incorporated		02/05/2007	CORPORATION: INDIANA
WQP Holdings, Inc.		02/05/2007	CORPORATION: DELAWARE
WQD, Inc.		02/05/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2231590	CAN-LOCK
Registration Number:	1796654	GALBREATH
Registration Number:	3136524	HOOK-IT
Registration Number:	3182345	POWER TOWER
Registration Number:	3014730	REVOLUTION
Registration Number:	1957439	RIGHTHOOK

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Registration Number:	1957440	RIGHTHOOK
Registration Number:	1123935	A
Registration Number:	1441766	WASTE SHUTTLE
Registration Number:	1866004	WASTEQUIP
Serial Number:	78554369	PLUG AND PLAY
Serial Number:	76659470	CLASSIC GALBREATH
Serial Number:	76651363	POWERTOWER
Serial Number:	78617852	SLAYER
Serial Number:	78825389	TOP TARPER

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: oleh.hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	379997
NAME OF SUBMITTER:	LaKeeshia Saunders
Signature:	/LS/
Date:	03/12/2007

Total Attachments: 14

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Additional Conveying Parties

Big Dumpster Merger Sub, Inc. - DE
Wastequip, Inc. - OH
WQP Acquisition Inc. - DE
Cusco Fabricators, Inc. - OH
Wastequip Manufacturing Company - OH
Parts Place, Inc. - DE
Galbreath Incorporated - IN
WQP Holdings, Inc. - DE
WQD, Inc. - OH

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 5, 2007 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch ("Credit Suisse"), as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Big Dumpster Acquisition, Inc., a Delaware corporation ("Holdings"), and Big Dumpster Merger Sub, Inc. (predecessor in interest to WQP Holdings Inc. and Wastequip, Inc.), a Delaware corporation (the "Borrower"), have entered into a Credit Agreement, dated as of February 5, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the lenders from time to time party thereto and Credit Suisse as administrative agent and as Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 5, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a first priority security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following now owned or at any time hereafter acquired (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith,

and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 2, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 3, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, 2 or 3, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include (i) any application to register Trademarks in the U.S. Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application or (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity) (an "Excluded Asset"); provided, however, that any portion of any such lease, license, contract, property right or agreement shall cease to constitute an Excluded Asset pursuant to this clause at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

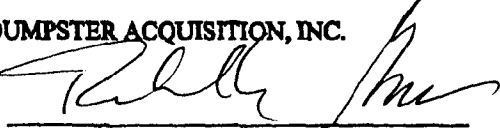
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

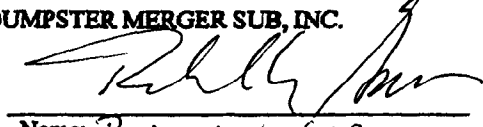
BIG DUMPSTER ACQUISITION, INC.

by


Name: Richard L. GARCIA
Title: CFO


BIG DUMPSTER MERGER SUB, INC.

by


Name: Richard L. GARCIA
Title: CFO

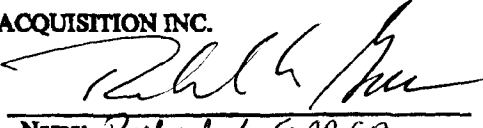
WASTEQUIP, INC.

by


Name: Richard L. GARCIA
Title: CFO


WQP ACQUISITION INC.

by


Name: Richard L. GARCIA
Title: CFO

CUSCO FABRICATORS, INC.

by



Name: Richard L. GARCIA
Title: CFO

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WASTEQUIP MANUFACTURING COMPANY

by 
Name: Richard L. GARCIA
Title: CFO

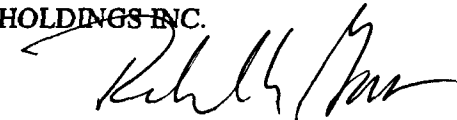
PARTS PLACE, INC.

by 
Name: Richard L. GARCIA
Title: CFO


GALBREATH INCORPORATED

by 
Name: Richard L. GARCIA
Title: CFO

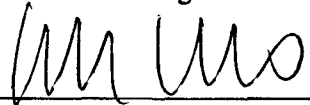
WQP HOLDINGS INC.

by 
Name: Richard L. GARCIA
Title: CFO

WQD, INC.

by 
Name: Richard L. GARCIA
Title: CFO

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

by 

Name: ROBERT HETU
Title: MANAGING DIRECTOR

by 

Name: LAURENCE LAPEYRE
Title: ASSOCIATE

[IP Security Agreement]

[[2678748]]

Schedule 1

Trademarks

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
CAN-LOCK	75331284 July 28, 1997	2231590 March 16, 1999	Registered	Galbreath Incorporated
GALBREATH & DESIGN	74269041 April 24, 1992	1796654 October 5, 1993	Renewed October 5, 2003	Galbreath Incorporated
HOOK-IT	78337535 December 8, 2003	3136524 August 29, 2006	Registered	Galbreath Incorporated
PLUG AND PLAY	78554369 January 26, 2005		Pending Intent To Use	Galbreath Incorporated
CLASSIC GALBREATH & DESIGN	76659470 May 3, 2006		Pending	Galbreath Incorporated
POWER TOWER	76648620 October 17, 2005	3182345 December 12, 2006	Registered	Galbreath Incorporated
POWERTOWER & DESIGN	76651363 December 5, 2005		Pending	Galbreath Incorporated
REVOLUTION	76613228 September 22, 2004	3014730 November 15, 2005	Registered	Galbreath Incorporated
RIGHTHOOK	74599402 November 16, 1994	1957439 February 20, 1996	Renewed February 20, 2006	Galbreath Incorporated
RIGHTHOOK & DESIGN	74599409 November 16, 1994	1957440 February 20, 1996	Renewed February 20, 2006	Galbreath Incorporated
SLAYER	78617852 April 27, 2005		Published	Galbreath Incorporated
A & DESIGN	73177565 July 10, 1978	1123935 August 14, 1979	Renewed August 14, 1999	Wastequip Manufacturing Company
TOP TARTER	78825389 February 28, 2006		Pending Intent To Use	Wastequip Manufacturing Company
WASTE SHUTTLE	73625713 October 17, 1986	1441766 June 9, 1987	Registered	Wastequip Manufacturing Company
WASTEQUIP	74370940 March 23, 1993	1866004 December 6, 1994	Renewed December 6, 2004	Wastequip, Inc.

Foreign Trademarks

Trademark	Country	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
DURAVAC	Canada	1262729 July 27, 2005	TMA667,301 July 11, 2006	Registered	Cusco Fabricators, Inc.

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Trademark	Country	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
GALBREATH & DESIGN	Mexico		500084 August 2, 1995	Registered	Galbreath Incorporated (being corrected by R. Frisk)
GALBREATH & DESIGN	Mexico		500138 August 3, 1995	Registered	Galbreath Incorporated (being corrected by R. Frisk)
GALBREATH & DESIGN	Mexico		514768 January 25, 1996	Registered	Galbreath Incorporated (being corrected by R. Frisk)

State Trademark and Trade Name Registrations

Trademark	Country	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
WASTEQUIP OREGON	US - Oregon		345357-99 March 7, 2006	Registered	Wastequip Manufacturing Company
UNITED REFUSE AND CONTAINER PARTS	US - Maryland		T00240646 April 11, 2006	Registered	Parts Place, Inc.
RAYFO	US - Wisconsin		5900557 October 7, 1998	Registered	Wastequip Manufacturing Company

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Schedule 2

Patents (Pending Applications)

Title	App. No. Filing Date	Owner
Low Profile Hook Hoist	11247729	Galbreath Incorporated
Remotely Positionable Control System For A Container Hoist	11356533	Galbreath Incorporated
Covering System Of A Truck	11083720 03/18/2005	Wastequip Manufacturing Company
Poultry Coop Trailer And A Method Of Transporting Poultry Therein	11377779 03/16/2006	Wastequip Manufacturing Company
Sealing Container Door With Stages Of Closure	10667705 09/22/2003	Wastequip, Inc.
Method And Apparatus For Embossing Container Walls	10679655 10/06/2003	Wastequip, Inc.
Lid Locking Mechanism For A Spreader Twistlock	11011846 12/14/2004	Wastequip, Inc.
Multipurpose Bulk Container	11566760 12/05/2006	Wastequip, Inc.
Mobile Tank	29250904 12/05/2006	Wastequip, Inc.
Expandable Mounting for Tarping Systems	60/795104 04/26/2006	Wastequip Manufacturing Company

Patents (Pending Foreign Applications)

Title	Country	App. No. Filing Date	Owner
Reconfigurable Vertical Compactor	Canada	2221354	Accurate Industries, Inc.

Patents (Issued)

Title	Patent No. Issue Date	Owner
Reconfigurable Vertical Compactor	5752439 05/19/1998	Accurate Industries, Inc.
Roll-Off Hoist For Variable Positioning Of Containers	5088875 02/18/1992	Galbreath Incorporated
Waste Handling Container With Sliding Lid	5251775 10/12/1993	Galbreath Incorporated
Vehicle Mounted Hook Hoist For Loading, Transporting And Dumping Containers	5531559 07/02/1996	Galbreath Incorporated
Waste Handling Container With Sliding Lid	5533643 07/09/1996	Galbreath Incorporated
Vehicle Mounted, Variable Length Hook Hoist	5542807 08/06/1996	Galbreath Incorporated
Lid Assembly For A Container	5755351 05/26/1998	Galbreath Incorporated

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Title	Patent No. Issue Date	Owner
Vehicle Mounted Hoist With Adjustable Container Supporting Roller Assemblies	5823733 10/20/1998	Galbreath Incorporated
Self Dumping Hopper With Container Locking Mechanism	5951230 09/14/1999	Galbreath Incorporated
Apparatus And Method For Remotely Locking And Unlocking A Transportable Container	6186563 02/13/2001	Galbreath Incorporated
Waste Handling Intermodal Container With Sliding Lid, Side-Hinged, End-Mounted Dump Door And Swing-Away Header	6364154 04/02/2002	Galbreath Incorporated
Truck Cover Having An Improved Telescopic Arm Assembly	4874196 10/17/1989	Wastequip Manufacturing Company
Apparatus For Covering Container On Vehicle	4981317 01/01/1991	Wastequip Manufacturing Company
Flexible Truck Cover With Pull-Down Assembly	5102182 04/07/1992	Wastequip Manufacturing Company
Receptacle Cover	5165461 11/24/1992	Wastequip Manufacturing Company
Lid Assembly For Roll-Off Sludge Containers	5167341 12/01/1992	Wastequip Manufacturing Company
Dumpster Locking Mechanism	5201434 04/13/1993	Wastequip Manufacturing Company
Double Pivot Arm Cover System	5573295 11/12/1996	Wastequip Manufacturing Company
Door Latch And Sealing Mechanism For Waste Containers	5639129 06/17/1997	Wastequip Manufacturing Company
Dual Locking Assembly For A Container	5683126 11/04/1997	Wastequip Manufacturing Company
Truck Cover	5803528 09/08/1998	Wastequip Manufacturing Company
Truck Cover Assembly Having Flow Divider/Combiner Hydraulic Circuit	5806911 09/15/1998	Wastequip Manufacturing Company
Portable Liquid Storage Tank	5938065 08/17/1999	Wastequip Manufacturing Company
Truck Cover System Having Hold Down Tensioning Apparatus	5957523 09/28/1999	Wastequip Manufacturing Company
Variable Height Covering System	6089645 07/18/2000	Wastequip Manufacturing Company
Covering System For A Load Lugger Type Truck	6129501 10/10/2000	Wastequip Manufacturing Company

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Title	Patent No. Issue Date	Owner
Variable Height Covering System	6206448 03/27/2001	Wastequip Manufacturing Company
Vehicle Mounted Covering System	6250709 06/26/2001	Wastequip Manufacturing Company
Reinforced Pivot Arm For Truck Covers	6273490 08/14/2001	Wastequip Manufacturing Company
Waste Container With Displaceable Panel Closure	6364153 04/02/2002	Wastequip Manufacturing Company
Container Covering System With Hydraulic Or Pneumatic Actuation	6464283 10/15/2002	Wastequip Manufacturing Company
Waste Container With Displaceable Panel Closure	6732883 05/11/2004	Wastequip Manufacturing Company
Waste Container With Displaceable Panel Closure	6796452 09/28/2004	Wastequip Manufacturing Company
Variable Height Covering System	6896312 05/24/2005	Wastequip Manufacturing Company
Tarpaulin System For An Open-Top Cargo Hold	6981734 01/03/2006	Wastequip Manufacturing Company
Base Mount	6988758 01/24/2006	Wastequip Manufacturing Company
Dumpster-Type Refuse Container And Method	5967361 10/19/1999	Wastequip Manufacturing Company and Ross Allen Pedico
Refuse Container	D389970 01/27/1998	Wastequip Manufacturing Company and Ross Allen Pedico

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Schedule 3

Copyrights

Title	Reg. No.	Reg. Date	Owner
Control system and method	TXu-1-020-502	9/24/2001	Wastequip d.b.a. May Fab

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