

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wastequip LLC		08/09/2013	LIMITED LIABILITY COMPANY: OHIO
Wastequip Manufacturing Company LLC		08/09/2013	LIMITED LIABILITY COMPANY: OHIO
Toter, LLC		08/09/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Galbreath LLC		08/09/2013	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	CIT Finance LLC
Street Address:	11 West 42nd Street
Internal Address:	13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1123935	A
Registration Number:	1426599	TOTER
Registration Number:	1713060	HIGHLIFT
Registration Number:	1688757	TRIMLIFT
Registration Number:	1780831	ATLAS
Registration Number:	1796654	GALBREATH
Registration Number:	1866004	WASTEQUIP
Registration Number:	1921515	WORKSAVER

TRADEMARK

Registration Number:	1957439	RIGHTHOOK
Registration Number:	1957440	RIGHTHOOK
Registration Number:	2046457	RUGGED RIM
Registration Number:	2041187	HANDS FREE
Registration Number:	3014730	REVOLUTION
Registration Number:	3182345	POWER TOWER
Registration Number:	3895768	POWERTOWER
Registration Number:	3263925	CLASSIC GALBREATH
Registration Number:	4179770	SMARTWAY III
Registration Number:	3136524	HOOK-IT
Registration Number:	3218792	SLAYER
Registration Number:	4140415	TOTER
Serial Number:	85369320	ORGANICS 2 GO COLLECT · STORE · TRANSPOR
Serial Number:	85369305	ORGANICS2GO
Serial Number:	85903868	WASTEQUIP
Serial Number:	85903867	W

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-609-7804
Email: ccasey@vedderprice.com
Correspondent Name: Christine Casey
Address Line 1: 222 N. LaSalle Street, 25th Floor
Address Line 2: c/o Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	27804.00.0070
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	08/22/2013

Total Attachments: 8
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REEL: 005096 FRAME: 0405

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 9, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Wastequip LLC, an Ohio limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211, Wastequip Manufacturing Company LLC, an Ohio limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211, Toter, LLC, a North Carolina limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211 and Galbreath LLC, an Indiana limited liability company, located at 6525 Morrison Boulevard, Suite 300, Charlotte, NC, 28211 (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of CIT Finance LLC, a Delaware limited liability company located at 11 West 42nd Street, 13th Floor, New York, New York 10036, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of August 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Patriot Container Acquisition Corp., Wastequip, LLC, the other Grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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 Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect

thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such application under applicable federal law; provided, that, to the extent that such application is excluded from the Trademark Collateral, upon the submission and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, such application shall automatically be included in the Trademark Collateral without any further action on any party’s part.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Term.

The term of this Agreement shall be coterminous with the Security Agreement.

SECTION 5. Recordation

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

SECTION 6. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

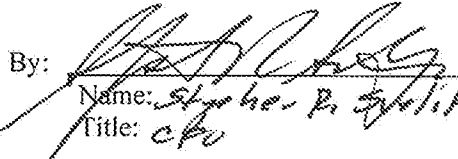
SECTION 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

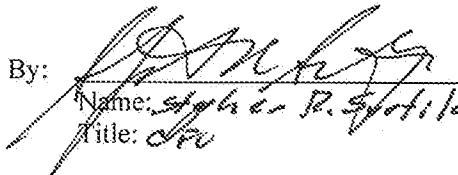
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

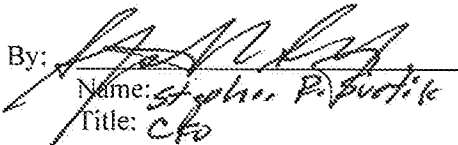
WASTEQUIP, LLC

By: 
Name: Stephen P. Spolite
Title: CEO

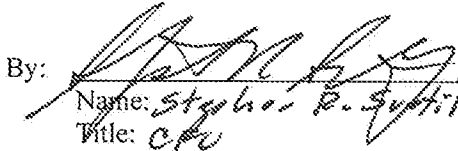
WASTEQUIP MANUFACTURING COMPANY, LLC

By: 
Name: Stephen P. Spolite
Title: CEO

TOTER, LLC

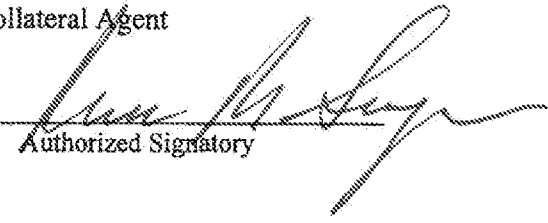
By: 
Name: Stephen P. Spolite
Title: CEO

GALBREATH LLC

By: 
Name: Stephen P. Spolite
Title: CEO

Accepted and Agreed:
CIT FINANCE LLC,
as Collateral Agent

By:


Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country /State</u>	<u>Trademark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	A & DESIGN	73/177,565	07/10/1978	1,123,935	08/14/1979	Wastequip Manufacturing Company LLC
US	TOTER	73/592,473	04/09/1986	1,426,599	01/27/1987	Toter, LLC
US	HIGHLIFT	74/178,053	06/20/1991	1,713,060	09/08/1992	Toter, LLC
US	TRIMLIFT	74/178,100	06/20/1991	1,688,757	05/26/1992	Toter, LLC
US	ATLAS	74/225,165	11/25/1991	1,780,831	7/6/1993	Toter, LLC
US	GALBREATH & DESIGN	74/269,041	04/24/1992	1,796,654	10/05/1993	Galbreath LLC
US	WASTEQUIP	74/370,940	03/23/1993	1,866,004	12/06/1994	Wastequip Manufacturing Company
US	WORKSAVER	74/583,402	10/07/1994	1,921,515	09/26/1995	Toter, LLC
US	RIGHTHOOK	74/599,402	11/16/1994	1,957,439	02/20/1996	Galbreath LLC
US	RIGHTHOOK & DESIGN	74/599,409	11/16/1994	1,957,440	02/20/1996	Galbreath LLC
US	RUGGED RIM	74/650,057	03/22/1995	2,046,457	03/18/1997	Toter, LLC
US	HANDS FREE	74/650,082	03/22/1995	2,041,187	02/25/1997	Toter, LLC
US	REVOLUTION	76/613,228	09/22/2004	3,014,730	11/15/2005	Galbreath LLC
US	POWER TOWER	76/648,620	10/17/2005	3,182,345	12/12/2006	Galbreath LLC
US	POWER TOWER & DESIGN	76/651,363	12/05/2005	3,895,768	12/28/2010	Galbreath LLC
US	CLASSIC GALBREATH & DESIGN	76/659,470	05/03/2006	3,263,925	07/17/2007	Galbreath LLC
US	SMARTWAY III	77/804,348	08/13/2009	4,179,770	7/24/2012	Toter, LLC
US	HOOK-IT	78/337,535	12/08/2003	3,136,524	08/29/2006	Galbreath LLC
US	SLAYER	78/617,852	04/27/2005	3,218,792	03/13/2000	Galbreath

Country /State	Trademark	Application Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
					7	LLC
USOR	Wastequip Oregon	345357-99	3/7/2005	345357-99	3/7/2005	Wastequip Manufacturing Company LLC
USLA	ACCURATE INDUSTRIES OF LOUISIANA, INC.	N/A	N/A	502176	11/12/1992	Wastequip Manufacturing Company
USWI	RAYFO	N/A	N/A	5,900,557	10/7/1998	Wastequip Manufacturing Company
Canada	ATLAS	069617700	12/24/1991	TMA422572	01/28/1994	Toter, LLC
Canada	TOTER	057442900	12/10/1986	TMA336816	02/05/1988	Toter, LLC
Canada	TOTER	056153400	04/25/1986	TMA333598	10/30/1987	Toter, LLC
Mexico	TOTER	184138	11/25/1993	452438	2/15/1994	Toter, LLC
Mexico	TOTER	184139	11/25/1993	452337	2/14/1994	Toter, LLC
Argentina	TOTER	2803491	2/13/2008	2803491	02/13/2008	Toter, LLC
Benelux	TOTER	64450	9/6/1988	R 457618	10/02/1989	Toter, LLC
Germany	TOTER	T 27982	8/19/1988	1141554	6/20/1989	Toter, LLC
Italy	TOTER	RM/2008/6226	10/27/2008	1300739	6/3/2010	Toter, LLC
Switzerland	TOTER	5859/1988	8/16/1988	P-365284	11/2/1988	Toter, LLC
United Kingdom	TOTER	B1354649	8/12/1988	B1354649	02/01/1991	Toter, LLC
Mexico	GALBREATH & DESIGN	206,672	07/27/1994	514,768	01/25/1996	Galbreath LLC
Mexico	GALBREATH & DESIGN	206,683	07/27/1994	500,084	08/02/1995	Galbreath LLC
Mexico	GALBREATH & DESIGN	206,684	07/27/1994	500,138	08/03/1995	Galbreath LLC
Peru	TOTER	29,046	12/30/1996	38,059	08/11/1997	Toter, LLC
U.S.	TOTER	85/976,534	08/10/2010	4,140,415	05/08/2012	Toter, LLC
US	ORGANICS 2	85/369,320	7/12/2011	N/A	N/A	Wastequip,

Country /State	Trademark	Application Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
	GO COLLECT STORE TRANSPORT & DESIGN					LLC
US	ORGANICS2GO	85/369,305	7/12/2011	N/A	N/A	Wastequip, LLC
Mexico	ORGANICS2GO	1,196,147	7/19/2011	1,251,305	11/11/2011	Wastequip, LLC
Mexico	ORGANICS2GO	1,196,148	7/19/2011	1,251,306	11/11/2011	Wastequip, LLC
Mexico	ORGANICS2GO	1,196,146	7/19/2011	1,251,304	11/11/2011	Wastequip, LLC
Mexico	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,149	7/19/2011	1,254,089	11/24/2011	Wastequip, LLC
Mexico	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,151	7/19/2011	1,254,090	11/24/2011	Wastequip, LLC
Mexico	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,196,152	7/19/2011	1,254,091	11/24/2011	Wastequip, LLC
Canada	ORGANICS2GO	1,537,055	7/25/2011	N/A	N/A	Wastequip, LLC
Canada	ORGANICS 2 GO COLLECT STORE TRANSPORT & DESIGN	1,537,054	7/25/2011	N/A	N/A	Wastequip, LLC
California (state)	WASTEQUIP MCLAUGHLIN	N/A	N/A	2009-108124	07/20/2009	Wastequip Manufacturing Company LLC
US	Wastequip	85/903,868	4/15/2013	N/A	N/A	Wastequip, LLC
US	Wastequip (design/logo)	85/903,867	4/15/2013	N/A	N/A	Wastequip, LLC