

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shapiro Sales Company		08/24/2015	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company, as Administrative Agent		
<b>Street Address:</b>	70 W. Madison, Suite 200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	State Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2962474	SHAPIRO	
<b>Registration Number:</b>	3064381	PARTNERING WITH INTEGRITY	
<b>Serial Number:</b>	86456300	LEAN RECYCLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127874		
<i>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.</i>			
<b>Phone:</b>	3144447600		
<b>Email:</b>	tbranson@lewisrice.com		
<b>Correspondent Name:</b>	Terri Branson		
<b>Address Line 1:</b>	600 Washington Ave., Suite 2500		
<b>Address Line 2:</b>	Lewis Rice LLC		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	109665.63720		
<b>NAME OF SUBMITTER:</b>	Terri Branson		
<b>SIGNATURE:</b>	/Terri Branson/		
<b>DATE SIGNED:</b>	08/24/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of August ~~24~~, 2015, and is by Shapiro Sales Company, a Missouri corporation ("Grantor"), in favor of The PrivateBank and Trust Company as administrative agent for itself and the other Lenders ("Administrative Agent").

### RECITALS

A. Grantor and the other Borrowers (who are Affiliates of Grantor), the Administrative Agent and Lenders have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor and the Issuing Lender has agreed to issue Letters of Credit on behalf of Grantor.

B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on

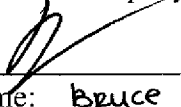
Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

*[signature page follows]*

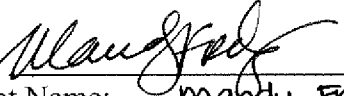
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Shapiro Sales Company, a Missouri corporation

By:   
Print Name: Bruce H. Shapiro  
Title: President

Acknowledged:

The PrivateBank and Trust Company, as Administrative Agent

By:   
Print Name: Mandy Frite  
Title: Managing Director

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

**Registered Trademarks:**

Mark	Serial No.	Registration No.	Registration Date	Country
1. Shapiro	78/370742	2962474	June 14, 2005	U.S.
2. Partnering With Integrity	78/370747	3064381	February 28, 2006	U.S.

**Pending Trademark Applications:**

Mark	Serial No.	Country
I. Lean Recycling	86456300	U.S.

**Trademark Licenses:**

NONE