GT GreenbergTraurig

RECORDATION NO. 30608-A FILED

MAY 15 '14 -11 57 AM

SURFACE TRANSPORTATION BOARD

Sheryl Gurvey
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March 27, 2014

VIA UPS

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
Washington, DC 20423-0001

Re: **Document for Recordation - Newell Recycling, LLC - Replacement of Guaranty and Security Agreement (the "Agreement") with regard to Lienholder on Rail Cars**

The attached Agreement is amended as of January 4, 2013. The list of equipment covered under the Agreement is on page 72 of the Agreement, and is also attached hereto (starting with railcar ID#1 and ending with railcar ID#134). The original recordation # is 30608. The names and addresses of the parties involved are as follows:

Newell Recycling, LLC 1359 Central Avenue East Point, GA 30344	Wells Fargo Bank, National Association 1100 Abernathy Road, Suite 1600 Atlanta, GA 30328

Thank you very much for your assistance, and please do not hesitate to contact me at (678) 553-2692 if you have any questions.

Sincerely,

Sheryl Gurvey
Paralegal

Enclosures

Signed, sealed and delivered
in the presence of:

Marian D. Scott
Notary Public

(Notarial Seal)

My Commission Expires: 08/08/2015

MARIAN D. SCOTT
MY COMMISSION EXPIRES
AUGUST 8 2015
COBB COUNTY, GA
NOTARY PUBLIC

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MEXICO CITY+
MIAMI
MILAN*
NEW JERSEY
NEW YORK
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME
SACRAMENTO
SAN FRANCISCO
SEOUL
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TEL AVIV^
TYSONS CORNER
WARSAW~
WASHINGTON, DC
WEST PALM BEACH
WHITE PLAINS

ATL 19937700v2

Borrower/Owner	Model & Model Year	STB Registration Number		Registered with Surface Transportation Board	Notes/Status	ID #
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				1
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				2
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				3
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				4
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				5
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				6
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				7
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				8
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				9
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				10
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				11
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				12
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				13
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				14
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				15
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				16
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				17
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				18
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				19
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				102
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				104
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				106
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				110
Newell Recycling LLC.	52-6' Cube Gondola Car	NELX 1				111
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				112
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				113
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				114
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				115
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				116
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				117
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				118
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				119
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				120
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				121
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				122
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				123
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				124
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				125
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				126
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				127
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				128
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				129
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				130
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				131
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				132
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				133
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				134

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SURFACE TRANSPORTATION BOARD

GUARANTY AND SECURITY AGREEMENT

This **GUARANTY AND SECURITY AGREEMENT** (this "Agreement"), dated as of January 4, 2013, among the Persons listed on the signature pages hereof as "Grantors" and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a "Grantor" and collectively, the "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Newell Recycling of Atlanta, Inc., a Texas corporation ("Newell Atlanta"), and the other Persons that are or become a party thereto as borrowers (Newell Atlanta and such other Persons, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the Guarantors party thereto from time to time, the lenders party thereto (the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group and the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender Group and the Bank Product Providers to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, (a) each Grantor (other than Borrowers) has agreed to guaranty the Guarantied Obligations, and (b) each Grantor has agreed to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than Borrowers) is an Affiliate of a Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement (including Schedule 1.1 thereto). Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined

herein or in the Credit Agreement; provided that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(i) "Account" means an account (as that term is defined in Article 9 of the Code).

(ii) "Account Debtor" means an account debtor (as that term is defined in the Code).

(iii) "Activation Instruction" has the meaning specified therefor in Section 8(k).

(iv) "Agent" has the meaning specified therefor in the preamble to this Agreement.

(v) "Agent's Lien" has the meaning specified therefor in the Credit Agreement.

(vi) "Agreement" has the meaning specified therefor in the preamble to this Agreement.

(vii) "Bank Product Obligations" has the meaning specified therefor in the Credit Agreement.

(viii) "Bank Product Provider" has the meaning specified therefor in the Credit Agreement.

(ix) "Books" means books and records (including each Grantor's Records indicating, summarizing, or evidencing such Grantor's assets (including the Collateral) or liabilities, each Grantor's Records relating to such Grantor's business operations or financial condition, and each Grantor's goods or General Intangibles related to such information).

(x) "Borrower" and "Borrowers" have the respective meanings specified therefor in the recitals to this Agreement.

(xi) "Cash Equivalents" has the meaning specified therefor in the Credit Agreement.

(xii) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

(xiii) "Code" means the Georgia Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Agent's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Georgia, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(xiv) "Collateral" has the meaning specified therefor in Section 4.

(xv) "Collections" has the meaning specified therefor in the Credit Agreement.

(xvi) "Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(xvii) "Control Agreement" has the meaning specified therefor in the Credit Agreement.

(xviii) "Controlled Account" has the meaning specified therefor in Section 8(k).

(xix) "Controlled Account Agreements" means those certain cash management agreements, in form and substance reasonably satisfactory to Agent, each of which is executed and delivered by a Grantor, Agent, and one of the Controlled Account Banks.

(xx) "Controlled Account Bank" has the meaning specified therefor in Section 8(k).

(xxi) "Copyrights" means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(xxii) "Copyright Security Agreement" means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit A.

(xxiii) "Credit Agreement" has the meaning specified therefor in the recitals to this Agreement.

(xxiv) "Deposit Account" means a deposit account (as that term is defined in the Code).

(xxv) "Equipment" means equipment (as that term is defined in the Code).

(xxvi) "Equity Interests" has the meaning specified therefor in the Credit Agreement.

(xxvii) "Event of Default" has the meaning specified therefor in the Credit Agreement.

(xxviii) "Farm Products" means farm products (as that term is defined in the Code)

(xxix) "Fixtures" means fixtures (as that term is defined in the Code).

(xxx) "Foreclosed Grantor" has the meaning specified therefor in Section 3(d).

(xxxi) "General Intangibles" means general intangibles (as that term is defined in the Code), and includes payment intangibles, software, contract rights, rights to payment, rights under Hedge Agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of such Hedge Agreements), rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(xxxii) "Grantor" and "Grantors" have the respective meanings specified therefor in the preamble to this Agreement.

(xxxiii) "Guarantied Obligations" means all of the Obligations (including any Bank Product Obligations) now or hereafter existing, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), or otherwise, and any and all expenses (including reasonable counsel fees and expenses) incurred by Agent, any other member of the Lender Group, or any Bank Product Provider (or any of them) in enforcing any rights under the any of the Loan Documents. Without limiting the generality of the foregoing, Guarantied Obligations shall include all amounts that constitute part of the Guarantied Obligations and would be owed by Borrowers to Agent, any other member of the Lender Group, or any Bank Product Provider but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving any Borrower or any Guarantor.

(xxxiv) "Guarantor" means each Grantor other than Borrowers.

(xxxv) "Guaranty" means the guaranty set forth in Section 2 hereof.

(xxxvi) "Insolvency Proceeding" has the meaning specified therefor in the Credit Agreement.

(xxxvii) "Intellectual Property" means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(xxxviii) "Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (A) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled

by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group's rights under the Loan Documents.

(xxxix) "Inventory" means inventory (as that term is defined in the Code).

(xl) "Investment Property" means (A) any and all investment property (as that term is defined in the Code), and (B) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xli) "Joinder" means each Joinder to this Agreement executed and delivered by Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

(xlii) "Lender Group" has the meaning specified therefor in the Credit Agreement.

(xliii) "Lender" and "Lenders" have the respective meanings specified therefor in the recitals to this Agreement.

(xliv) "Loan Document" has the meaning specified therefor in the Credit Agreement.

(xlv) "Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

(xlvi) "Obligations" has the meaning specified therefor in the Credit Agreement.

(xlvii) "Patents" means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(xlviii) "Patent Security Agreement" means each Patent Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit B.

(xlix) "Permitted Investments" has the meaning specified therefor in the Credit Agreement.

(l) "Permitted Liens" has the meaning specified therefor in the Credit Agreement.

(li) "Person" has the meaning specified therefor in the Credit Agreement.

(lii) "Pledged Companies" means each Person listed on Schedule 5 as a "Pledged Company", together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor after the Closing Date and required to be pledged pursuant to Section 5.11 of the Credit Agreement.

(liii) "Pledged Interests" means all of each Grantor's right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by such Grantor, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(liv) "Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit C.

(lv) "Pledged Notes" has the meaning specified therefor in Section 7(m).

(lvi) "Pledged Operating Agreements" means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(lvii) "Pledged Partnership Agreements" means all of each Grantor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(lviii) "Proceeds" has the meaning specified therefor in Section 4(r).

(lix) "PTO" means the United States Patent and Trademark Office.

(lx) "Real Property" means any estates or interests in real property now owned or hereafter acquired by any Grantor or any Subsidiary of any Grantor and the improvements thereto.

(lxi) "Record" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(lxii) "Secured Obligations" means each and all of the following: (A) all of the present and future obligations of each of the Grantors arising from, or owing under or pursuant to, this Agreement (including the Guaranty), the Credit Agreement, or any of the other Loan Documents, (B) all Bank Product Obligations, and (C) all other Obligations of Borrowers and all other Guarantied Obligations of each Guarantor (including, in the case of each of clauses (A), (B) and (C), reasonable attorneys fees and expenses and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding).

(lxiii) "Securities Account" means a securities account (as that term is defined in the Code).

(lxiv) "Security Interest" has the meaning specified therefor in Section 2.

(lxv) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Property.

(lxvi) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

(lxvii) "Trademark Security Agreement" means each Trademark Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit D.

(lxviii) "Triggering Event" means, as of any date of determination, that (A) an Event of Default has occurred as of such date, or (B) Excess Availability as of such date is less than 17.5% of the Maximum Revolver Amount.

(lxix) "URL" means "uniform resource locator," an internet web address.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the Credit Agreement). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations or the Guarantied Obligations shall mean (i) the payment or repayment in full in immediately available funds of (A) the principal amount of, and interest accrued with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (B) all Lender Group Expenses that have accrued regardless of whether demand has been made therefor, (C) all fees or charges that have accrued hereunder or under any other Loan Document (including the Letter of Credit Fee and the Unused Line Fee), (ii) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, (iii) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization, (iv) the receipt by Agent of cash collateral in order to secure any other contingent Secured Obligations or Guarantied Obligations for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to Agent or a Lender at the time that are

reasonably expected to result in any loss, cost, damage or expense (including attorneys fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Secured Obligations or Guarantied Obligations, (v) the payment or repayment in full in immediately available funds of all other Secured Obligations or Guarantied Obligations (as the case may be) (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (A) unasserted contingent indemnification obligations, (B) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (C) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (vi) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

(c) All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. Guaranty.

(a) In recognition of the direct and indirect benefits to be received by Guarantors from the proceeds of the Revolving Loans, the issuance of the Letters of Credit, and the entering into of the Bank Product Agreements and by virtue of the financial accommodations to be made to Borrowers, each of the Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guarantied Obligations. If any or all of the Obligations becomes due and payable, each of the Guarantors, unconditionally and irrevocably, and without the need for demand, protest, or any other notice or formality, promises to pay such indebtedness to Agent, for the benefit of the Lender Group and the Bank Product Providers, together with any and all expenses (including Lender Group Expenses) that may be incurred by Agent or any other member of the Lender Group or any Bank Product Provider in demanding, enforcing, or collecting any of the Guarantied Obligations (including the enforcement of any collateral for such Obligations or any collateral for the obligations of the Guarantors under this Guaranty). If claim is ever made upon Agent or any other member of the Lender Group or any Bank Product Provider for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Obligations and any of Agent or any other member of the Lender Group or any Bank Product Provider repays all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including any Borrower or any Guarantor), then and in each such event, each of the Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation (or purported revocation) of this Guaranty or other instrument evidencing any liability of any Grantor, and the Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

(b) Additionally, each of the Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Obligations to Agent, for the benefit of the Lender Group and the Bank Product Providers, whether or not due or payable by any Loan Party upon the occurrence of any of the events specified in Section 8.4 or 8.5 of the Credit Agreement, and irrevocably and unconditionally promises to pay such indebtedness to Agent, for the benefit of the Lender Group and the Bank Product

Providers, without the requirement of demand, protest, or any other notice or other formality, in lawful money of the United States.

(c) The liability of each of the Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guaranty of the Obligations, whether executed by any other Guarantor or by any other Person, and the liability of each of the Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guaranty or undertaking, (ii) any dissolution, termination, or increase, decrease, or change in personnel by any Grantor, (iii) any payment made to Agent, any other member of the Lender Group, or any Bank Product Provider on account of the Obligations which Agent, such other member of the Lender Group, or such Bank Product Provider repays to any Grantor pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or compromise of any claim made in such a proceeding relating to such payment), and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, or (iv) any action or inaction by Agent, any other member of the Lender Group, or any Bank Product Provider, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the Obligations or of any security therefor.

(d) This Guaranty includes all present and future Guarantied Obligations including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guarantied Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guarantied Obligations after prior Guarantied Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each Guarantor hereby waives any right to revoke this Guaranty as to future Guarantied Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by Agent, (ii) no such revocation shall apply to any Guarantied Obligations in existence on the date of receipt by Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (iii) no such revocation shall apply to any Guarantied Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of any member of the Lender Group or any Bank Product Provider in existence on the date of such revocation, (iv) no payment by any Guarantor, any Borrower, or from any other source, prior to the date of Agent's receipt of written notice of such revocation shall reduce the maximum obligation of such Guarantor hereunder, and (v) any payment by any Borrower or from any source other than such Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guarantied Obligations as to which the revocation is effective and which are not, therefore, guarantied hereunder, and to the extent so applied shall not reduce the maximum obligation of such Guarantor hereunder. This Guaranty shall be binding upon each Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Agent (for the benefit of the Lender Group and the Bank Product Providers) and its successors, transferees, or assigns.

(e) The guaranty by each of the Guarantors hereunder is a guaranty of payment and not of collection. The obligations of each of the Guarantors hereunder are independent of the obligations of any other Guarantor or Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the Guarantors whether or not action is brought against any other Guarantor or Grantor or any other Person and whether or not any other Guarantor or Grantor or any other Person be joined in any such action or actions. Each of the Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Grantor or other circumstance which operates to toll any

statute of limitations as to any Grantor shall operate to toll the statute of limitations as to each of the Guarantors.

(f) Each of the Guarantors authorizes Agent, the other members of the Lender Group, and the Bank Product Providers without notice or demand, and without affecting or impairing its liability hereunder, from time to time to:

(i) change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon); or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Obligations or any of the Guarantied Obligations (including any of the obligations of all or any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Grantor;

(iv) release or substitute any one or more endorsers, guarantors, any Grantor, or other obligors;

(v) settle or compromise any of the Obligations, any security therefor, or any liability (including any of those of any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of any Grantor to Agent, any other member of the Lender Group, or any Bank Product Provider regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Loan Document, any Bank Product Agreement, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement, any other Loan Document, any Bank Product Agreement, or any of such other instruments or agreements; or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantors from all or part of its liabilities under this Guaranty.

(g) It is not necessary for Agent, any other member of the Lender Group, or any Bank Product Provider to inquire into the capacity or powers of any of the Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall be Guarantied hereunder.

(h) Each Guarantor jointly and severally guarantees that the Guarantied Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any member of the Lender Group or any Bank Product Provider with respect thereto. The obligations

of each Guarantor under this Guaranty are independent of the Guarantied Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guarantied Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guarantied Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver of, or consent to departure from any other guaranty, for all or any of the Guarantied Obligations;

(iv) the existence of any claim, set-off, defense, or other right that any Guarantor may have at any time against any Person, including Agent, any other member of the Lender Group, or any Bank Product Provider;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guarantied Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any other Grantor or any guarantors or sureties;

(vii) any change, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any Grantor; or

(viii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or any other guarantor or surety.

3. Waivers.

(a) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require Agent, any other member of the Lender Group, or any Bank Product Provider to (i) proceed against any other Grantor or any other Person, (ii) proceed against or exhaust any security held from any other Grantor or any other Person, or (iii) protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Grantor, any other Person, or any collateral, or (iv) pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of any Grantor or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the disability of any Grantor or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation

from any cause of the liability of any Grantor other than payment of the Obligations to the extent of such payment. Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Grantor or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Guarantors hereunder except to the extent the Obligations have been paid.

(b) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations. Each of the Guarantors waives notice of any Default or Event of Default under any of the Loan Documents. Each of the Guarantors assumes all responsibility for being and keeping itself informed of each Grantor's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope, and extent of the risks which each of the Guarantors assumes and incurs hereunder, and agrees that neither Agent nor any of the other members of the Lender Group nor any Bank Product Provider shall have any duty to advise any of the Guarantors of information known to them regarding such circumstances or risks.

(c) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (A) any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which each Guarantor may now or at any time hereafter have against any Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider; (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guarantied Obligations or any security therefor; (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Borrower or other guarantors or sureties; and (D) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guarantied Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder.

(d) No Guarantor will exercise any rights that it may now or hereafter acquire against any Grantor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Agent, any other member of the Lender Group, or any Bank Product Provider against any Grantor or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Grantor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guarantied Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash and all of the Commitments have been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall forthwith be paid to Agent to be credited and applied to the Guarantied Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Agreement, or to be held as Collateral for any Guarantied Obligations or other amounts payable under this Guaranty thereafter arising. Notwithstanding anything to the contrary contained in this Guaranty, no Guarantor may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any

other Grantor (the "Foreclosed Grantor"), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Grantor whether pursuant to this Agreement or otherwise.

(e) Each of the Guarantors hereby acknowledges and affirms that it understands that to the extent the Obligations are secured by Real Property located in California, Guarantors shall be liable for the full amount of the liability hereunder notwithstanding the foreclosure on such Real Property by trustee sale or any other reason impairing such Guarantor's right to proceed against any Loan Party. In accordance with Section 2856 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction, each of the Guarantors hereby waives until such time as the Obligations have been paid in full:

(i) all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the Guarantors by reason of Sections 2787 to 2855, inclusive, 2899, and 3433 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction;

(ii) all rights and defenses that the Guarantors may have because the Obligations are secured by Real Property located in California, meaning, among other things, that: (A) Agent, the other members of the Lender Group, and the Bank Product Providers may collect from the Guarantors without first foreclosing on any real or personal property collateral pledged by any Borrower or any other Grantor, and (B) if Agent, on behalf of the Lender Group, forecloses on any Real Property collateral pledged by any Borrower or any other Grantor, (1) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) the Lender Group may collect from the Guarantors even if, by foreclosing on the Real Property collateral, Agent or the other members of the Lender Group have destroyed or impaired any right the Guarantors may have to collect from any other Grantor, it being understood that this is an unconditional and irrevocable waiver of any rights and defenses the Guarantors may have because the Obligations are secured by Real Property (including, without limitation, any rights or defenses based upon Sections 580a, 580d, or 726 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction); and

(iii) all rights and defenses arising out of an election of remedies by Agent, the other members of the Lender Group, and the Bank Product Providers, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations, has destroyed Guarantors' rights of subrogation and reimbursement against any Grantor by the operation of Section 580d of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction or otherwise.

(f) Each of the Guarantors represents, warrants, and agrees that each of the waivers set forth above is made with full knowledge of its significance and consequences and that if any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

(g) The provisions in this Section 3 which refer to certain Sections of the California Civil Code are included in this Guaranty solely out of an abundance of caution and shall not be construed to mean that any of the above-referenced provisions of California law are in any way applicable to this Guaranty.

4. Grant of Security. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

(a) all of such Grantor's Accounts;

(b) all of such Grantor's Books;

(c) all of such Grantor's Chattel Paper;

(d) all of such Grantor's Commercial Tort Claims;

(e) all of such Grantor's Deposit Accounts;

(f) all of such Grantor's Equipment;

(g) all of such Grantor's Farm Products;

(h) all of such Grantor's Fixtures;

(i) all of such Grantor's General Intangibles;

(j) all of such Grantor's Inventory;

(k) all of such Grantor's Investment Property;

(l) all of such Grantor's Intellectual Property and Intellectual Property Licenses;

(m) all of such Grantor's Negotiable Collateral (including all of such Grantor's Pledged Notes);

(n) all of such Grantor's Pledged Interests (including all of such Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);

(o) all of such Grantor's Securities Accounts;

(p) all of such Grantor's Supporting Obligations;

(q) all of such Grantor's money, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Agent (or its agent or designee) or any other member of the Lender Group; and

(r) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary,

and includes proceeds of any indemnity or guaranty payable to any Grantor or Agent from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include: (i) voting Equity Interests of any CFC, solely to the extent that (y) such Equity Interests represent more than 65% of the outstanding voting Equity Interests of such CFC, and (z) pledging or hypothecating more than 65% of the total outstanding voting Equity Interests of such CFC would result in adverse tax consequences or the costs to the Grantors of providing such pledge are unreasonably excessive (as determined by Agent in consultation with Borrowers) in relation to the benefits to Agent, the other members of the Lender Group, and the Bank Product Providers of the security afforded thereby (which pledge, if reasonably requested by Agent, shall be governed by the laws of the jurisdiction of such Subsidiary); or (ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other member of the Lender Group's or any Bank Product Provider's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests); or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

5. Security for Secured Obligations. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

6. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent or any other member of the Lender Group of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) none of the members of the Lender Group shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any of the

members of the Lender Group be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Credit Agreement, or any other Loan Document, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until (i) the occurrence and continuance of an Event of Default and (ii) Agent has notified the applicable Grantor of Agent's election to exercise such rights with respect to the Pledged Interests pursuant to Section 17.

7. Representations and Warranties. In order to induce Agent to enter into this Agreement for the benefit of the Lender Group and the Bank Product Providers, each Grantor makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The name (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of each Grantor and each of its Subsidiaries is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) The chief executive office of each Grantor and each of its Subsidiaries is located at the address indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(c) Each Grantor's and each of its Subsidiaries' tax identification numbers and organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(d) As of the Closing Date, no Grantor and no Subsidiary of a Grantor holds any commercial tort claims that exceed $100,000 in amount, except as set forth on Schedule 1.

(e) Set forth on Schedule 9 (as such Schedule may be updated from time to time subject to Section 8(k)(iii) with respect to Controlled Accounts and provided that Grantors comply with Section 8(c) hereof) is a listing of all of Grantors' and their Subsidiaries' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (a) the name and address of such Person, and (b) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors as of the Closing Date.

(g) As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor, all applications for registration of Copyrights owned by any Grantor, and all other Copyrights owned by any Grantor and material to the conduct of the business of any Grantor; (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Intellectual Property owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) or (B) any Person has granted to any Grantor any license or other rights in Intellectual Property owned or controlled by such Person that is material to the business of such Grantor, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor; (iii) Schedule 4 provides a complete and correct list of all Patents owned by any Grantor and all applications for Patents owned by any Grantor; and (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor, all applications for registration of Trademarks owned by any Grantor, and all other Trademarks owned by any Grantor and material to the conduct of the business of any Grantor.

(h) (i) (A) each Grantor owns exclusively or holds licenses in all Intellectual Property that is necessary in or material to the conduct of its business, and (B) all employees and contractors of each Grantor who were involved in the creation or development of any Intellectual Property for such Grantor that is necessary in or material to the business of such Grantor have signed agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality;

(ii) to each Grantor's knowledge, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Grantor, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) to each Grantor's knowledge, all registered Copyrights, registered Trademarks, and issued Patents that are owned by such Grantor and necessary in or material to the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect, and

(iv) each Grantor has taken commercially reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor that are necessary in or material to the conduct of the business of such Grantor;

(i) This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 11. Upon the making of such filings, Agent shall have a first priority perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement. Upon filing of any Copyright Security Agreement with the United States Copyright Office, filing of any Patent Security Agreement and

any Trademark Security Agreement with the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 11, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's Patents, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor. Upon (i) the execution and delivery of Control Agreements with respect to Grantors' Deposit Accounts, (ii) Agent's submission to the Department of Transportation's Surface Transportation Board of a certified original of this Agreement with respect to all railcars and other goods included in the Collateral which are registered with the Department of Transportation's Surface Transportation Board, (iii) the filing of the Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement in accordance with the immediately preceding sentence, (iv) the filing of applications for the issuance of certificates of title (noting Agent's Lien thereon) with the Georgia Department of Motor Vehicles with respect to Rolling Stock, and (v) the filing of all required financing statements as set forth above, all action by any Grantor necessary to perfect Agent's security interest on each item of Collateral shall have been duly taken.

(j) (i) Except for the Security Interest created hereby, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and nonassessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement; (iii) such Grantor has the right and requisite authority to pledge, the Investment Property pledged by such Grantor to Agent as provided herein; (iv) all actions necessary or desirable to perfect and establish the first priority of, or otherwise protect, Agent's Liens in the Investment Property, and the proceeds thereof, have been duly taken, upon (A) the execution and delivery of this Agreement; (B) the taking of possession by Agent (or its agent or designee) of any certificates representing the Pledged Interests, together with undated powers (or other documents of transfer acceptable to Agent) endorsed in blank by the applicable Grantor; (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 11 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto; and (v) each Grantor has delivered to and deposited with Agent all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Agent of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally and except for consents, approvals, authorizations, or other orders or actions that have been obtained or given (as applicable) and that are still in force. No Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of

any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Intellectual Property License.

(l) Schedule 12 sets forth (i) all Rolling Stock owned by Grantors as of the Closing Date, by model, model year, and vehicle identification number, and (ii) all goods which may be registered with the Department of Transportation's Surface Transportation Board, including, without limitation, all railcars, owned by Grantors as of the Closing Date, by model, model year, and registration number.

(m) To each Grantor's actual knowledge, there is no default, breach, violation, or event of acceleration existing under any promissory note (as defined in the Code) constituting Collateral and pledged hereunder (each a "Pledged Note"). No Grantor that is an obligee under a Pledged Note has waived any default, breach, violation, or event of acceleration under such Pledged Note.

(n) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that the Pledged Interests issued pursuant to such agreement (A) are not dealt in or traded on securities exchanges or in securities markets, (B) do not constitute investment company securities, and (C) are not held by such Grantor in a Securities Account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

8. Covenants. Each Grantor, jointly and severally, covenants and agrees with Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 24:

(a) Possession of Collateral. In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Property, or Chattel Paper having an aggregate value or face amount of $100,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within five (5) Business Days after acquisition thereof), notify Agent thereof, and if and to the extent that perfection or priority of Agent's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within five (5) Business Days) after request by Agent, shall execute such other documents and instruments as shall be requested by Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to Agent, together with such undated powers (or other relevant document of transfer acceptable to Agent) endorsed in blank as shall be requested by Agent, and shall do such other acts or things deemed necessary or desirable by Agent to protect Agent's Security Interest therein;

(b) Chattel Paper.

(i) Promptly (and in any event within five (5) Business Days) after request by Agent, each Grantor shall take all steps reasonably necessary to grant Agent control of all electronic Chattel Paper in accordance with the Code and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the aggregate value or face amount of such electronic Chattel Paper equals or exceeds $100,000;

(ii) If any Grantor retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby and by the Credit

Agreement), promptly upon the request of Agent, such Chattel Paper and instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of Wells Fargo Bank, National Association, as Agent for the benefit of the Lender Group and the Bank Product Providers";

(c) Control Agreements.

(i) Except to the extent otherwise excused by Section 8(k)(iv), each Grantor shall obtain an authenticated Control Agreement (which may include a Controlled Account Agreement), from each bank maintaining a Deposit Account or Securities Account for such Grantor;

(ii) Except to the extent otherwise excused by Section 8(k)(iv), each Grantor shall obtain an authenticated Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, or maintaining a Securities Account for such Grantor; and

(iii) Except to the extent otherwise excused by Section 8(k)(iv), each Grantor shall obtain an authenticated Control Agreement with respect to all of such Grantor's investment property;

(d) Letter-of-Credit Rights. If the Grantors (or any of them) are or become the beneficiary of letters of credit having a face amount or value of $100,000 or more in the aggregate, then the applicable Grantor or Grantors shall promptly (and in any event within five (5) Business Days after becoming a beneficiary), notify Agent thereof and, promptly (and in any event within five (5) Business Days) after request by Agent, enter into a tri-party agreement with Agent and the issuer or confirming bank with respect to letter-of-credit rights assigning such letter-of-credit rights to Agent and directing all payments thereunder to Agent's Account, all in form and substance reasonably satisfactory to Agent;

(e) Commercial Tort Claims. If the Grantors (or any of them) obtain Commercial Tort Claims having a value, or involving an asserted claim, in the amount of $100,000 or more in the aggregate for all Commercial Tort Claims, then the applicable Grantor or Grantors shall promptly (and in any event within five (5) Business Days of obtaining such Commercial Tort Claim), notify Agent upon incurring or otherwise obtaining such Commercial Tort Claims and, promptly (and in any event within five (5) Business Days) after request by Agent, amend Schedule 1 to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to Agent, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by Agent to give Agent a first priority, perfected security interest in any such Commercial Tort Claim;

(f) Government Contracts. Other than Accounts and Chattel Paper the aggregate value of which does not at any one time exceed $100,000, if any Account or Chattel Paper arises out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, Grantors shall promptly (and in any event within five (5) Business Days of the creation thereof) notify Agent thereof and, promptly (and in any event within five (5) Business Days) after request by Agent, execute any instruments or take any steps reasonably required by Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall provide written notice thereof under the Assignment of Claims Act or other applicable law;

(g) Intellectual Property.

(i) Upon the request of Agent, in order to facilitate filings with the PTO and the United States Copyright Office, each Grantor shall execute and deliver to Agent one or more Copyright Security Agreements, Trademark Security Agreements, or Patent Security Agreements to further evidence Agent's Lien on such Grantor's Patents, Trademarks, or Copyrights, and the General Intangibles of such Grantor relating thereto or represented thereby;

(ii) Each Grantor shall have the duty, with respect to Intellectual Property that is necessary in or material to the conduct of such Grantor's business, to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is necessary in or material to the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in this Section 8(g)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in or material to the conduct of such Grantor's business;

(iii) Grantors acknowledge and agree that the Lender Group shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 8(g)(iii), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(iv) On each date on which a Compliance Certificate is to be delivered pursuant to Section 5.1 of the Credit Agreement (or, if an Event of Default has occurred and is continuing, more frequently if requested by Agent), each Grantor shall provide Agent with a written report of all new Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registrations, and of all Intellectual Property Licenses that are material to the conduct of such Grantor's business, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases,

the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Intellectual Property Licenses as being subject to the security interests created thereunder;

(v) Anything to the contrary in this Agreement notwithstanding, in no event shall any Grantor, either itself or through any agent, employee, licensee, or designee, file an application for the registration of any Copyright with the United States Copyright Office or any similar office or agency in another country without giving Agent written notice thereof at least five (5) Business Days prior to such filing and complying with Section 8(g)(i). Upon receipt from the United States Copyright Office of notice of registration of any Copyright, each Grantor shall promptly (but in no event later than five (5) Business Days following such receipt) notify Agent of such registration by delivering, or causing to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright. If any Grantor acquires from any Person any Copyright registered with the United States Copyright Office or an application to register any Copyright with the United States Copyright Office, such Grantor shall promptly (but in no event later than five (5) Business Days following such acquisition) notify Agent of such acquisition and deliver, or cause to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright. In the case of such Copyright registrations or applications therefor which were acquired by any Grantor, each such Grantor shall promptly (but in no event later than five (5) Business Days following such acquisition) file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Copyrights;

(vi) Each Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Intellectual Property that is necessary in or material to the conduct of such Grantor's business, including, as applicable (A) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements; (B) taking actions reasonably necessary to ensure that no trade secret falls into the public domain; and (C) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions; and

(vii) No Grantor shall enter into any Intellectual Property License material to the conduct of the business to receive any license or rights in any Intellectual Property of any other Person unless such Grantor has used commercially reasonable efforts to permit the assignment of or grant of a security interest in such Intellectual Property License (and all rights of Grantor thereunder) to Agent (and any transferees of Agent);

(h) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall promptly (and in any event within five (5) Business Days of acquiring or obtaining such Collateral) deliver to Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Upon the occurrence and during the continuance of an Event of Default, following the request of Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit

of Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to Agent in the exact form received;

(iii) Each Grantor shall promptly deliver to Agent a copy of each material notice or other material communication received by it in respect of any Pledged Interests;

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Loan Documents;

(v) Each Grantor agrees that it will cooperate with Agent in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law to effect the perfection of the Security Interest on the Investment Property or to effect any sale or transfer thereof; and

(vi) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide or shall provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction;

(i) Real Property; Fixtures. Each Grantor covenants and agrees that upon the acquisition of any fee interest in Real Property having a fair market value in excess of $100,000 it will promptly (and in any event within five (5) Business Days of acquisition) notify Agent of the acquisition of such Real Property and will grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a first priority Mortgage on each fee interest in Real Property now or hereafter owned by such Grantor and shall deliver such other documentation and opinions, in form and substance satisfactory to Agent, in connection with the grant of such Mortgage as Agent shall request in its Permitted Discretion, including title insurance policies, financing statements, fixture filings and environmental audits and such Grantor shall pay all recording costs, intangible taxes and other fees and costs (including reasonable attorneys fees and expenses) incurred in connection therewith. Each Grantor acknowledges and agrees that, to the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property;

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Loan Documents;

(k) Controlled Accounts; Controlled Investments.

(i) Each Grantor shall (A) establish and maintain cash management services of a type and on terms reasonably satisfactory to Agent at one or more of the banks set forth on Schedule 10 (each a "Controlled Account Bank"), and shall take reasonable steps to ensure that all of its and its

Subsidiaries' Account Debtors forward payment of the amounts owed by them directly to such Controlled Account Bank, and (B) deposit or cause to be deposited promptly, and in any event no later than the first Business Day after the date of receipt thereof, all of their Collections (including those sent directly by their Account Debtors to a Grantor) into a bank account of such Grantor (each, a "Controlled Account") at one of the Controlled Account Banks;

(ii) Each Grantor shall establish and maintain Controlled Account Agreements with Agent and the applicable Controlled Account Bank, in form and substance reasonably acceptable to Agent. Each such Controlled Account Agreement shall provide, among other things, that (A) the Controlled Account Bank will comply with any instructions originated by Agent directing the disposition of the funds in such Controlled Account without further consent by the applicable Grantor, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against the applicable Controlled Account other than for payment of its service fees and other charges directly related to the administration of such Controlled Account and for returned checks or other items of payment, and (C) upon the instruction of Agent (an "Activation Instruction"), the Controlled Account Bank will forward by daily sweep all amounts in the applicable Controlled Account to the Agent's Account. Agent agrees not to issue an Activation Instruction with respect to the Controlled Accounts unless a Triggering Event has occurred and is continuing at the time such Activation Instruction is issued;

(iii) So long as no Default or Event of Default has occurred and is continuing, Borrowers may amend Schedule 10 to add or replace a Controlled Account Bank or Controlled Account and shall upon such addition or replacement provide to Agent an amended Schedule 10; provided, however, that (A) such prospective Controlled Account Bank shall be reasonably satisfactory to Agent, and (B) prior to the time of the opening of such Controlled Account, the applicable Grantor and such prospective Controlled Account Bank shall have executed and delivered to Agent a Controlled Account Agreement. Each Grantor shall close any of its Controlled Accounts (and establish replacement Controlled Account accounts in accordance with the foregoing sentence) as promptly as practicable and in any event within forty-five (45) days after notice from Agent that the operating performance, funds transfer, or availability procedures or performance of the Controlled Account Bank with respect to Controlled Account Accounts or Agent's liability under any Controlled Account Agreement with such Controlled Account Bank is no longer acceptable in Agent's reasonable judgment; and

(iv) Other than (i) an aggregate amount of not more than $100,000 at any one time, in the case of Grantors and their Subsidiaries, and (ii) amounts deposited into Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor's or its Subsidiaries' employees, no Grantor will, and no Grantor will permit its Subsidiaries to, make, acquire, or permit to exist Permitted Investments consisting of cash, Cash Equivalents, or amounts credited to Deposit Accounts or Securities Accounts unless Grantor or its Subsidiary, as applicable, and the applicable bank or securities intermediary have entered into Control Agreements with Agent governing such Permitted Investments in order to perfect (and further establish) Agent's Liens in such Permitted Investments;

(l) Name, Etc. No Grantor will, nor will any Grantor permit any of its Subsidiaries to, change its name, organizational identification number, jurisdiction of organization or organizational identity; provided, that any Grantor or any of its Subsidiaries may change its name upon at least 10 days prior written notice to Agent of such change;

(m) Rolling Stock. With respect to all Rolling Stock which is required to be covered by a certificate of title under applicable laws included in the Borrowing Base as of the Closing Date,

Grantors shall comply with the provisions of Schedule 3.6 to the Credit Agreement and take all actions as Agent may reasonably request to cause such certificates to be filed (with the Agent's Lien noted thereon) in the appropriate state motor vehicle filing office. If any Grantor shall acquire, obtain, receive or become entitled to receive any Rolling Stock after the Closing Date, it shall promptly (and in any event within five (5) Business Days of acquiring or obtaining such Collateral) provide evidence reasonably satisfactory to Agent of Grantors' filing (together with the payment of all applicable fees), in the appropriate state motor vehicle filing office, of a completed application for the issuance of certificates of title (to include the notation of Agent's Lien) with respect to such Rolling Stock, and Grantors shall arrange for the delivery to Agent (or Agent's designee) of the certificate of title for each item of such Rolling Stock within 5 Business Days after any receipt thereof by a Grantor;

(n) Railcars. If any Grantor shall acquire, obtain, receive or become entitled to receive any goods which may be registered with the Department of Transportation's Surface Transportation Board after the Closing Date, it shall promptly (and in any event within five (5) Business Days of acquiring or obtaining such Collateral) take all actions necessary to cause such Collateral to be registered (with the Agent's Lien noted thereon) with the Department of Transportation's Surface Transportation Board; and

(n) Pledged Notes. Grantors (i) without the prior written consent of Agent, will not (A) waive or release any obligation of any Person that is obligated under any of the Pledged Notes, (B) take or omit to take any action or knowingly suffer or permit any action to be omitted or taken, the taking or omission of which would result in any right of offset against sums payable under the Pledged Notes, or (C) other than Permitted Dispositions, assign or surrender their rights and interests under any of the Pledged Notes or terminate, cancel, modify, change, supplement or amend the Pledged Notes, and (ii) shall provide to Agent copies of all material written notices (including notices of default) given or received with respect to the Pledged Notes promptly after giving or receiving such notice.

9. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Patent, Trademark, Copyright Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Agreement shall control.

10. Further Assurances.

(a) Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Agent of financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Agent such other instruments or notices, as Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the Code.

11. Agent's Right to Perform Contracts, Exercise Rights, etc. Upon the occurrence and during the continuance of an Event of Default, Agent (or its designee):

(a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could;

(b) shall have the right to use any Grantor's rights under Intellectual Property Licenses in connection with the enforcement of Agent's rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and

(c) shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of Agent or any of its nominees.

12. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Agent;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Agent with respect to any of the Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or Intellectual Property Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor; and

(g) Agent, on behalf of the Lender Group or the Bank Product Providers, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if Agent shall commence any such suit, the appropriate Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated.

13. Agent May Perform. If any Grantor fails to perform any agreement contained herein, Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors.

14. Agent's Duties. The powers conferred on Agent hereunder are solely to protect Agent's interest in the Collateral, for the benefit of the Lender Group and the Bank Product Providers, and shall not impose any duty upon Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

15. Collection of Accounts, General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, Agent or Agent's designee may:

(a) notify Account Debtors of any Grantor that the Accounts, General Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, or that Agent has a security interest therein; and

(b) collect the Accounts, General Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

16. Disposition of Pledged Interests by Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that:

(a) if Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and

(b) such reliance shall be conclusive evidence that Agent has handled the disposition in a commercially reasonable manner.

17. Voting and Other Rights in Respect of Pledged Interests.

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Agent may, at its option, and with five (5) Business Days prior notice to any Grantor, and in addition to all rights and remedies available to Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Agent, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such Pledged Interests in any manner Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of Agent, the other members of the Lender Group, or the Bank Product Providers, or the value of the Pledged Interests.

18. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Agent may, and, at the instruction of the Required Lenders, shall exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Agent without demand of performance or other demand,

advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Agent forthwith, assemble all or part of the Collateral as directed by Agent and make it available to Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten (10) days notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. Agent shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. Agent may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten (10) days prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the Code. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the Code.

(b) Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License), as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Agent.

(c) Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which Agent's Liens are perfected by control under Section 9-104 of the Code, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of Agent, and (ii) with respect to any Grantor's Securities Accounts in which Agent's Liens are perfected by control under Section 9-106 of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Agent.

(d) Any cash held by Agent as Collateral and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the

proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Agent shall have the right to an immediate writ of possession without notice of a hearing. Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Agent.

19. Remedies Cumulative. Each right, power, and remedy of Agent, any other member of the Lender Group, or any Bank Product Provider as provided for in this Agreement, the other Loan Documents or any Bank Product Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement, the other Loan Documents and the Bank Product Agreements or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Agent, any other member of the Lender Group, or any Bank Product Provider, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Agent, such other member of the Lender Group or such Bank Product Provider of any or all such other rights, powers, or remedies.

20. Marshaling. Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

21. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify Agent and the other members of the Lender Group from and against all claims, lawsuits and liabilities (including reasonable attorneys fees) growing out of or resulting from this Agreement (including enforcement of this Agreement) or any other Loan Document to which such Grantor is a party, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the party seeking indemnification as determined by a final non-appealable order of a court of competent jurisdiction. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

(b) Grantors, jointly and severally, shall, upon demand, pay to Agent (or Agent, may charge to the Loan Account) all the Lender Group Expenses which Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or, upon an Event of Default, the sale of, collection from, or other realization upon, any of the Collateral in accordance with this Agreement and the other Loan Documents, (iii) the exercise or enforcement of any of the rights of Agent hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

22. Merger, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Agent and each Grantor to which such amendment applies.

23. Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be given in writing and in the form and manner and delivered to Agent at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement or Guaranty, as applicable, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

24. Continuing Security Interest: Assignments under Credit Agreement.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Obligations have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Guaranty made and the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon Borrowers' request, Agent will authorize the filing of appropriate termination statements to terminate such Security Interest. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Agent nor any additional Revolving Loans made by any Lender to any Borrower, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Agent, nor any other act of the Lender Group or the Bank Product Providers, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by Agent in accordance with the provisions of the Credit Agreement. Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Agent would otherwise have had on any other occasion.

(b) Each Grantor agrees that, if any payment made by any Grantor or other Person and applied to the Secured Obligations is at any time annulled, avoided, set, aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by Agent or any other member of the Lender Group to such Grantor, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as

if such payment had never been made. If, prior to any of the foregoing, (i) any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing clause (a), or (ii) any provision of the Guaranty hereunder shall have been terminated, cancelled or surrendered, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

25. Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Lender, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

26. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

(b) THE LOAN PARTIES AND AGENT AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF FULTON, STATE OF GEORGIA; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 26(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF

LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF FULTON AND THE STATE OF GEORGIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE AGENT, THE SWING LENDER, ANY OTHER LENDER, OR THE ISSUING LENDER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM, OR BY ANY OF THE FOREGOING PERSONS AGAINST ANY LOAN PARTY, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH SUCH PERSON HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN SECTION 26(c) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

27. New Subsidiaries. Pursuant to Section 5.11 of the Credit Agreement, certain Subsidiaries (whether by acquisition or creation) of any Grantor are required to enter into this Agreement by executing and delivering in favor of Agent a Joinder to this Agreement in substantially the form of Annex 1. Upon the execution and delivery of Annex 1 by any such new Subsidiary, such Subsidiary shall become a Guarantor and Grantor hereunder with the same force and effect as if originally named as a Guarantor and Grantor herein. The execution and delivery of any instrument adding an additional Guarantor or Grantor as a party to this Agreement shall not require the consent of any Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

28. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers.

29. Miscellaneous.

(a) This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

GRANTORS:

NEWELL RECYCLING OF ATLANTA, INC., a Texas corporation
NEWELL TRANSPORTATION, LLC, a Georgia limited liability company
NEWELL BROKERAGE, LLC, a Georgia limited liability company
NEWELL RECYCLING OF MACON, LLC, a Georgia limited liability company
NEWELL RECYCLING OF GWINNETT, LLC, a Georgia limited liability company
NEWELL INVESTMENTS, LLC, a Georgia limited liability company
NEWELL PROPERTIES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF CONYERS, LLC, a Georgia limited liability company
NEWELL SAVANNAH, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF SAVANNAH, LLC)
NEWELL RECYCLING OF LAVONIA, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF ELBERTON, LLC)
NEWELL RECYCLING OF DOUGLAS COUNTY, LLC, a Georgia limited liability company
NEWELL RECYCLING OF AUGUSTA LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF AUGUSTA, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF EAST CONYERS LLC, a Georgia limited liability company
NEWELL RECYCLING OF TUCKER, LLC, a Georgia limited liability company
NEWELL RECYCLING OF COLUMBUS, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SAVANNAH, LLC, a Georgia limited liability company
NEWELL RECYCLING OF STATESBORO, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF BULLOCH COUNTY, LLC; formerly known as NEWELL RECYCLING OF STEPHENS COUNTY, LLC)
SOUTHERN PIK-A-PART OF COLUMBUS, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF LAVONIA, LLC, a Georgia limited liability company
NEWELL DIRECT, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ROME, LLC, a Georgia limited liability company
NEWELL EQUIPMENT LEASING, LLC, a Georgia limited liability company
NEWELL RECYCLING, LLC, a Georgia limited liability company

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STACKS MALLORY, LLC, a Georgia limited liability company
NEWELL SECURITY, LLC, a Georgia limited liability company
NEWELL HOLDING, LLC, a Georgia limited liability company
TECH RECYCLING, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ALLENDALE, LLC, a Georgia limited liability company
PIEDMONT RECYCLING GROUP, LLC, a Georgia limited liability company
NEWELL EXPORTS, LLC, a Georgia limited liability company
MARTIN STREET PROPERTY, LLC, a Georgia limited liability company
NEWELL SERVICES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART, LLC, a Georgia limited liability company

By: _____
Robert O. Ward, Authorized Representative

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
S.N. Thomas, Director

SCHEDULE 1
To
Security Agreement

COMMERCIAL TORT CLAIMS
[include specific case caption or descriptions per Official Code Comment 5 to Section 9-108 of the Code]

Case:	Description:
Newell Recycling of Atlanta, Inc. v Jordan, Jones & Goulding, Inc. Case No. 04A-08781-9 Superior Court of Gwinnett County	Civil Action

SCHEDULE 2
To
Security Agreement

COPYRIGHTS

None.

SCHEDULE 3
To
Security Agreement

INTELLECTUAL PROPERTY LICENSES

None.

SCHEDULE 4
To
Security Agreement

PATENTS

Patent Application No. 30N03-1-010 System & Method For Providing Vehicle Valuation Management

SCHEDULE 5

PLEDGED COMPANIES

Company	Pledgor:	Ownership Interest
Newell Recycling of Allendale, LLC fka Brigade Investments, LLC	Tech Recycling, LLC	100%
Newell Recycling of Augusta, LLC	Piedmont Recycling Group, LLC	100%
Newell Recycling of Conyers, LLC	Piedmont Recycling Group, LLC	100%
Newell Recycling of Douglas County, LLC	Piedmont Recycling Group, LLC	100%
Newell Recycling of Gwinnett, LLC	Newell Recycling of Atlanta, Inc.	100%
Newell Recycling of Lavonia, LLC	Piedmont Recycling Group, LLC	100%
Newell Recycling of Macon, LLC	Piedmont Recycling Group, LLC	100%
Newell Recycling of Rome, LLC	Newell Holding, LLC	100%
Newell Recycling of Savannah, LLC	Newell Recycling of Atlanta, Inc.	100%
Newell Recycling of Statesboro, LLC	Tech Recycling, LLC	100%
Newell Recycling of Tucker, LLC	Piedmont Recycling Group, LLC	100%
Southern Pik-A-Part of Augusta, LLC	Southern Pik-A-Part, LLC	100%
Southern Pik-A-Part of Columbus, LLC	Southern Pik-A-Part, LLC	100%
Southern Pik-A-Part of East Conyers, LLC	Southern Pik-A-Part, LLC	100%
Southern Pik-A-Part of Lavonia, LLC	Southern Pik-A-Part, LLC	100%
Southern Pik-A-Part of Swainsboro, LLC	Southern Pik-A-Part, LLC	100%

SCHEDULE 6

TRADEMARKS

1. The name, "Newell Recycling", Registration No. 3,201,066

2. The "Wheel Design" (see example below), Registration No. 3,219,538

NEWELL RECYCLING OF DOUGLAS COUNTY

CONSERVING NATURAL RESOURCES SINCE 1935

SCHEDULE 7
To
Security Agreement
Chief Executive Office of All Companies: 1359 Central AV, East Point, GA 30344

Company	State of Charter – Charter No.	FEIN
Martin Street Property, LLC	Georgia 07023150	FEIN 20-8679326
Newell Brokerage, LLC	Georgia 0511994	FEIN 14-1923880
Newell Direct, LLC fka America's Pik-A-Part, LLC	Georgia 08023540	FEIN 26-2600704
Newell Equipment Leasing, LLC	Georgia 0654065	FEIN 20-4976351
Newell Exports, LLC	Georgia 0504877	FEIN 33-1112057
Newell Holding, LLC	Georgia 06107373	FEIN 20-8029395
Newell Investments, LLC	Georgia 0549372	FEIN 20-4602387
Newell Properties, LLC	Georgia 0645096	FEIN 20-5012467
Newell Recycling, LLC	Georgia 0473452	FEIN 04-3802072
Newell Recycling of Atlanta, Inc.	Texas 01360408-00 Georgia Qualifying K519638	FEIN 74-2750817
Newell Recycling of Allendale, LLC fka Brigade Investments, LLC	Georgia 0600881	FEIN 20-4092309
Newell Recycling of Augusta, LLC	Georgia 0699494	FEIN 20-5884134
Newell Recycling of Columbus, LLC	Georgia 08027779	FEIN 26-2600786
Newell Recycling of Conyers, LLC	Georgia 0698569	FEIN 20-5569352
Newell Recycling of Douglas County, LLC	Georgia 0639694	FEIN 20-4976410
Newell Recycling of Gwinnett, LLC	Georgia 0504876	FEIN 33-1112056
Newell Recycling of Lavonia, LLC	Georgia 0612469	FEIN 20-4602394
Newell Recycling of Macon, LLC	Georgia 0466809	FEIN 74-3134072
Newell Recycling of Rome, LLC	Georgia 0639629	FEIN 20-4976445
Newell Recycling of Savannah, LLC	Georgia 08093962	FEIN 26-3914774
Newell Recycling of Statesboro, LLC	Georgia 0639570	FEIN 26-3866561
Newell Recycling of Swainsboro, LLC	Georgia 10019727	FEIN 01-0954450
Newell Recycling of Tucker, LLC	Georgia 10033778	FEIN 27-2577137
Newell Savannah, LLC fka Newell Recycling of Savannah, LLC	Georgia 0692877	FEIN 20-5883826
Newell Security, LLC	Georgia 0600879	FEIN 20-4090564

Newell Services, LLC	Georgia 0473451	FEIN 04-3802065
Newell Transportation, LLC	Georgia 0473450	FEIN 04-3802068
Piedmont Recycling Group, LLC	Georgia 07005565	FEIN 20-8467522
Southern Pik-A-Part, LLC	Georgia 06109455	FEIN 20-8085880
Southern Pik-A-Part of Augusta, LLC	Georgia 07021496	FEIN 20-8467695
Southern Pik-A-Part of Columbus, LLC	Georgia 10038835	FEIN 27-2700174
Southern Pik-A-Part of East Conyers, LLC Fka Southern Pik-A-Part of Conyers, LLC	Georgia 07017934	FEIN 20-8467614
Southern Pik-A-Part of Lavonia, LLC	Georgia 08080343	FEIN 26-3598319
Southern Pik-A-Part of Swainsboro, LLC	Georgia 10024597	FEIN 27-2253788
Stacks Mallory, LLC	Georgia 0568250	FEIN 20-4090501
Tech Recycling, LLC	Georgia 0524256	FEIN 20-4602372

SCHEDULE 8
Owned Real Property

Owner	Real Estate Address	County
Newell Recycling of Atlanta, Inc.	1359 Central AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	1645 Central AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	3013 Bayard ST (fka 747 Randall), East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	0, 1326, 1346, 1352 Central AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	1336 Central AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	3245 Maryland AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	3207, 3240, 3241, 3244, 3246, 3260, 3262 Maryland AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	1356, 1362 and 1374 Central AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	3241 Pennsylvania AV, East Point, GA 30344	Fulton
Newell Recycling of Atlanta, Inc.	3210 Harrison RD	Fulton
Newell Recycling of Atlanta, Inc.	2800 Amwiler RD, Doraville, GA 30360	Gwinnett
Newell Recycling of Allendale, LLC fka Brigade Investments, LLC	431 Frontage RD, Allendale, SC 29810	Allendale
Newell Recycling of Augusta, LLC	960, 980 Molly Pond RD Augusta, GA 30906	Richmond
Southern Pik-A-Part of Augusta, LLC	-0- Molly Pond RD Augusta, GA 30906	Richmond
Southern Pik-A-Part of Augusta, LLC	1540, 1550, 1552 Doug Barnard PKWY, Augusta, GA 30906	Richmond
Newell Recycling of Columbus, LLC	2968 Martin Luther King, Jr. BLVD, Columbus, GA 31906	Muscogee
Newell Recycling of Conyers, LLC	2314 SE Dogwood DR, Conyers, GA 30013	Rockdale
Newell Recycling of Douglas County, LLC	3394 Bankhead HWY, Lithia Springs, GA 30122	Douglas
Newell Recycling of Gwinnett	2800 Amwiler RD, Doraville, GA 30360	Gwinnett
Newell Recycling of Gwinnett	Billboard Parcel – No Address	Gwinnett
Newell Recycling of Lavonia, LLC fka Newell Recycling of Elberton, LLC	2535 Washington HWY, Elberton, GA 30635	Elbert
Newell Recycling of Macon, LLC	4460 Broadway, Macon, GA 31206	Bibb
Newell Recycling of Rome, LLC	4614 New Calhoun HWY, NE, Rome, GA 30161	Floyd
Newell Savannah, LLC	100 Sonny Perdue DR, Garden City, GA 31408	Chatham

Newell Recycling of Statesboro, LLC	9013 US HWY 301 S, Statesboro, GA 30458	Bulloch
Martin Street Property, LLC	-0- Martin ST, East Point, GA 30344	Fulton
Stacks Mallory, LLC	-0- Stacks Mallory RD, College Park, GA 30349	Fulton

Schedule 9
To
Security Agreement

See attached Excel spreadsheet consisting of 2 pages.

	Bank Acct No.	Name
1	2000027668517	Newell Security, LLC Funding Acct
2	2000027668520	Newell Security, LLC AP Acct
3	2000028591939	Newell Recycling, LLC Master Funding Acct
4	2000028592064	Newell Recycling of Lavonia, LLC Funding Acct
5	2000028592080	Newell Recycling of Lavonia, LLC AP Acct
6	2000028592116	Newell Equipment, LLC Funding Acct
7	2000028592129	Newell Property, LLC Funding Acct
8	2000028592132	Newell Recycling of Douglas County, LLC AP Acct
9	2000028592242	Newell Recycling of Douglas County, LLC Funding Acct
10	2000028669968	Newell Brokerage, LLC AP Acct
11	2000028669971	Newell Services, LLC AP Acct
12	2000028669984	Newell Recycling of Macon, LLC AP Acct
13	2000028669997	Newell Recycling of Gwinnett, LLC AP Acct
14	2000028670009	Newell Transportation, LLC AP Acct
15	2000028670012	Newell Brokerage, LLC Depository Acct
16	2000032030680	Alaska Metal Recycling, Inc.
17	2000034906385	Newell Recycling of Conyers, LLC AP Acct
18	2000034906408	Newell Recycling of Conyers, LLC Funding Acct
19	2000034906505	Newell Recycling of Rome, LLC Funding Acct
20	2000034906521	Newell Recycling of Rome, LLC AP Acct
21	2000034906602	Newell Recycling of Augusta, LLC Funding Acct
22	2000034906631	Newell Recycling of Augusta, LLC AP Acct
23	2000034906644	Newell Recycling of Augusta, LLC Trade 1 Acct
24	2000034906673	Newell Recycling of Allendale, LLC AP Acct
25	2000034906709	Newell Recycling of Allendale, LLC Funding Acct
26	2000034906725	Newell Recycling of Allendale, LLC Payroll Acct (to be deleted)
27	2000034906916	Southern Pik-A-Part of Augusta, LLC Funding Acct
28	2000034906929	Southern Pik-A-Part of Augusta, LLC Depository Acct
29	2000034906945	Southern Pik-A-Part of Augusta, LLC AP Acct
30	2000034906958	Southern Pik-A-Part of Augusta, LLC Trade Acct (to be deleted)
31	2000045298969	Newell Recycling of Swainsboro, LLC Funding Acct
32	2000045299007	Newell Recycling of Swainsboro, LLC AP Acct
33	2000045299670	Newell Recycling of Savannah, LLC Funding Acct
34	2000045299683	Newell Recycling of Statesboro, LLC Funding Acct
35	2000045299696	Newell Recycling of Savannah, LLC AP Acct
36	2000045299722	Newell Recycling of Statesboro, LLC AP Acct
37	2000045299997	Newell Recycling of Columbus, LLC Funding Acct
38	2000045300019	Newell Recycling of Columbus, LLC Payroll Acct (to be deleted)
39	2000045300035	Newell Recycling of Columbus, LLC AP Acct
40	2000057524809	Southern Pik-A-Part of Swainsboro, LLC Funding Acct (to be deleted)
41	2000057524906	Southern Pik-A-Part of Swainsboro, LLC AP Acct (to be deleted)
42	2000057525701	Southern Pik-A-Part of Columbus, LLC Funding Acct
43	2000057525756	Southern Pik-A-Part of Columbus, LLC AP Acct
44	2000057526056	Newell Recycling LLC, Payroll #2 Acct
45	2000057526108	Newell Recycling of Tucker, LLC AP Acct
46	2000057526250	Newell Recycling of Tucker, LLC Funding Acct

47	2000651317205	Newell Recycling, LLC AP Acct
48	2000651322708	Newell Recycling, LLC Payroll Acct
49	2000742168622	River City Steel, Inc Operating Acct
50	2000742667259	Newell Services, LLC Funding Acct
51	2000742667369	Newell Transportation, LLC Funding Acct
52	2000742667479	Newell Recycling, LLC Funding Acct
53	2000742668575	Newell Brokerage, LLC Funding Acct
54	2000742668795	Newell Recycling of Gwinnett, LLC Funding Acct
55	2000742669011	Newell Recycling of Macon, LLC Funding Acct
56	2000749595609	Newell Recycling of Atlanta, Inc Funding Acct
57	2000749595719	Newell Recycling of Atlanta, Inc AP Acct
58	2020010311468	Newell Recycling of Atlanta, Inc Scrap #1 Acct
59	2020010311476	Newell Recycling of Atlanta, Inc Scrap #2 Acct
60	2020010311492	Newell Recycling of Gwinnett, LLC Scrap #1 Acct
61	2020010311500	Newell Recycling of Gwinnett, LLC Scrap #2 Acct
62	2020010311518	Newell Recycling of Macon, LLC Scrap #1 Acct
63	2020010311526	Newell Recycling of Douglas County, LLC Scrap #1 Acct
64	2020010311534	Newell Recycling of Rome, LLC Scrap #1 Acct
65	2020010311542	Newell Recycling of Conyers, LLC Scrap #1 Acct
66	2020010311567	Newell Recycling of Augusta, LLC Scrap #2 Acct
67	2020010311575	Newell Recycling of Allendale, LLC Scrap #1 Acct
68	2020010311583	Southern Pik-A-Part of Augusta, LLC Scrap #1 Acct
69	2020010311591	Newell Recycling of Savannah, LLC Scrap #1 Acct
70	2020010311609	Newell Recycling of Statesboro, LLC Scrap #1 Acct
71	2020010311617	Newell Recycling of Columbus, LLC Scrap #1 Acct
72	2020010311625	Southern Pik-A-Part of Columbus, LLC Scrap #1 Acct
73	2020010311633	Southern Pik-A-Part of Columbus, LLC Scrap #2 Acct
74	2020010311641	Newell Recycling of Tucker, LLC Scrap #1 Acct
75	4122187099	Newell Direct, LLC Funding Acct
76	4122187107	Newell Direct, LLC Trade Acct
77	4122187115	Newell Direct, LLC AP Acct
78	4122205115	Newell Recycling, LLC Insurance Acct
79	0005149154029	Newell Recycling of Lavonia, LLC Trade Acct (BB&T)

SCHEDULE 10

CONTROLLED ACCOUNT BANKS

Wells Fargo Bank, N.A.

Branch Banking & Trust Company

SCHEDULE 11

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

Grantor	Jurisdictions
Martin Street Property, LLC	Georgia
Newell Brokerage, LLC	Georgia
Newell Direct, LLC fka America's Pik-A-Part, LLC	Georgia
Newell Equipment Leasing, LLC	Georgia
Newell Exports, LLC	Georgia
Newell Holding, LLC	Georgia
Newell Investments, LLC	Georgia
Newell Properties, LLC	Georgia
Newell Recycling, LLC	Georgia
Newell Recycling of Atlanta, Inc.	Texas
Newell Recycling of Allendale, LLC fka Brigade Investments, LLC	Georgia
Newell Recycling of Augusta, LLC	Georgia
Newell Recycling of Columbus, LLC	Georgia
Newell Recycling of Conyers, LLC	Georgia
Newell Recycling of Douglas County, LLC	Georgia
Newell Recycling of Gwinnett, LLC	Georgia
Newell Recycling of Lavonia, LLC	Georgia
Newell Recycling of Macon, LLC	Georgia
Newell Recycling of Rome, LLC	Georgia
Newell Recycling of Savannah, LLC	Georgia
Newell Recycling of Statesboro, LLC	Georgia
Newell Recycling of Swainsboro, LLC	Georgia
Newell Recycling of Tucker, LLC	Georgia
Newell Savannah, LLC fka Newell Recycling of Savannah, LLC	Georgia
Newell Security, LLC	Georgia
Newell Services, LLC	Georgia
Newell Transportation, LLC	Georgia
Piedmont Recycling Group, LLC	Georgia
Southern Pik-A-Part, LLC	Georgia
Southern Pik-A-Part of Augusta, LLC	Georgia
Southern Pik-A-Part of Columbus, LLC	Georgia
Southern Pik-A-Part of East Conyers, LLC Fka Southern Pik-A-Part of Conyers, LLC	Georgia
Southern Pik-A-Part of Lavonia, LLC	Georgia
Southern Pik-A-Part of Swainsboro, LLC	Georgia
Stacks Mallory, LLC	Georgia
Tech Recycling, LLC	Georgia

SCHEDULE 12

MOTOR VEHICLES AND RAILCARS

See Attached Excel Spreadsheet consisting of 18 pages

Borrower/Owner	Vehicle Type	Make & Model		VIN	State Where Registered	Copy of Title Documentation Delivered	Application Completed	Registered with State DMV with WF Lien Noted	Notes/Status
Newell Recycling LLC.	1995 Truck	INTERNATIONAL	4000 S 47	1HTSCABK5SH210363	GEORGIA				
Newell Recycling LLC.	2006 Truck	FORD	F-350 SD	1FDWW36P76EB43159	GEORGIA				
Newell Recycling LLC.	2001 Truck	FORD	SRW SUPER DUTY 4S	3FTNW20F01MA81987	GEORGIA				
Newell Recycling LLC.	2003 Truck	FORD	SRW SUPER DUTY 4S	1FTNW20F33EA95620	GEORGIA				
Newell Recycling LLC.	2002 Truck	FORD	SRW SUPER DUTY 4S	1FTNW20F92EA19687	GEORGIA				
Newell Recycling of Atlanta INC	1999 Truck	FORD	DRW SUPER DUTY	1FDXF46F5XEE19261	GEORGIA				
Newell Recycling LLC.	1999 Truck	FORD	SRW SUPER DUTY	1FTNX20F6XEE94556	GEORGIA				
Newell Recycling LLC.	2005 Truck	FORD	LGT CONVENTIONAL F	3FRWF65N65V155394	GEORGIA				
Newell Recycling LLC.	2004 Truck	DODGE	RAM	3D7MA48C54G179048	GEORGIA				
Newell Recycling LLC.	2001 Truck	FORD	SRW SUPER DUTY	1FTNW20F21ED71671	GEORGIA				
Newell Recycling LLC.	2003 Truck	GMC	C4500 CE40	1GDE4E1113F507808	GEORGIA				
Newell Recycling LLC.	2004 Truck	FORD	DRW SUPER DUTY	1FDAF56P34ED54099	GEORGIA				
NEWELL TRANSPORTATION LLC	2003 Truck	INTERNATIONAL	4000 SERIES	1HTMMAAM33H587722	GEORGIA				
NEWELL TRANSPORTATION	2000 Truck	CHEVROLET	C-SERIES	1GBJ6H1C4YJ525518	GEORGIA				
Newell Recycling of Atlanta INC	2000 Truck	FORD	DRW SUPER DUTY	1FDAF56FXYEB58612	GEORGIA				
Newell Recycling LLC.	1998 Truck	FORD	MED HVY CONVENTIONAL	1FDPF80C6WVA11064	GEORGIA				
Newell Recycling LLC.	1998 Truck	INTERNATIONAL	4000 SERIES 470	1HTSCABM5WH527552	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1990 Tractor	GMC	WHGM CNVNTL	4V1JBBMD1LN807580	GEORGIA				
NEWELL TRANSPORTATION LLC	1980 Truck	AUTO CAR	DC9364U DUMP	QSPFTGH0P1809	GEORGIA				
NEWELL TRANSPORTATION LLC	2000 Tractor	MACK	600 DM600	1M2B212C4YM004679	GEORGIA				
NEWELL TRANSPORTATION LLC	2006 Tractor	PETERBILT	CONVENTIONAL 3	1XP5DB0XX6N892481	GEORGIA				
NEWELL RECYCLING LLC	2003 Truck	MACK	700	1M2AG11C73M004134	GEORGIA				
NEWELL RECYCLING LLC	2000 Truck	FORD	LIGHT CONVTNL F	3FDWF65H1YMA12754	GEORGIA				
NEWELL RECYCLING LLC	2005 Truck	KENWORTH	CONSTRUCTION T	1NKDL00X65J110346	GEORGIA				
NEWELL TRANSPORTATION LLC	1998 Truck	INTERNATIONAL	9200 SERIES 92	2HSFMALR9WC050905	GEORGIA				
NEWELL TRANSPORTATION LLC	2001 Tractor	FREIGHTLINER	CONVENTIONAL F	1FUPFXZBX1LH06785	GEORGIA				
NEWELL TRANSPORTATION LLC	2002 Tractor	FREIGHTLINER	CONVENTIONAL F	1FUJAHAV62LJ46178	GEORGIA				
NEWELL TRANSPORTATION LLC	2002 Tractor	FREIGHTLINER	CONVENTIONAL F	1FUJAHAV92LJ46174	GEORGIA				
NEWELL TRANSPORTATION LLC	2005 Tractor	FREIGHTLINER	CONVENTIONAL C	1FUJF6CG55DN58479	GEORGIA				
NEWELL TRANSPORTATION LLC	2004 Tractor	MACK	600 CH600	1M1AA18Y04N156839	GEORGIA				
NEWELL TRANSPORTATION LLC	2004 Tractor	MACK	600 CH600	1M1AA18Y14N155599	GEORGIA				
NEWELL TRANSPORTATION LLC	2005 Tractor	FREIGHTLINER	CONVENTIONAL F	1FUJALCK95DN53920	GEORGIA				
NEWELL TRANSPORTATION LLC	2005 Tractor	FREIGHTLINER	CONVENTIONAL F	1FUJALCK25DN53919	GEORGIA				
NEWELL TRANSPORTATION LLC	2005 Tractor	FREIGHTLINER	CONVENTIONAL C	1FUJA6CVX5LN57993	GEORGIA				
Newell Recycling LLC.	2003 Tractor	PETERBILT	CONVENTIONAL	2XP5DB9XX3M804110	GEORGIA				
Newell Recycling LLC.	2005 Truck	FORD	DRW SUPER DUTY	1FDXF46P15EA79533	GEORGIA				
NEWELL TRANSPORTATION LLC	2001 Tractor	FREIGHTLINER	CONVENTIONAL F	1FUPFXZB11LH06786	GEORGIA				
NEWELL TRANSPORTATION LLC	2005 Truck	INTERNATIONAL	7000 SERIES 76	1HTWYSBTX5J006799	GEORGIA				
NEWELL TRANSPORTATION LLC	2001 Truck	CHEVY	SILVERADO C350	1GBJC39U11F113073	GEORGIA				
NEWELL SERVICES LLC	2003 Truck	FORD	SRW SUPER DUTY	1FTNX20L83EB11233	GEORGIA				
Newell Recycling LLC.	2003 Truck	GMC	SAVANA CUTAWAY	1GDHG31U431900430	GEORGIA				
NEWELL EQUIPMENT LEASING LLC	2004 Truck	GMC	SIERRA K1500 S	2GTEK13TX41334669	GEORGIA				
NEWELL RECYCLING	2006 Truck	FORD	LGT CONVENTIONAL F	1FTVX12566NA68248	GEORGIA				
Newell Recycling LLC.	2006 Truck	FORD	F75Y	3FRWF75S86V261312	GEORGIA				
NEWELL TRANSPORTATION LLC	2008 Truck	FORD	LGT CONVENTIONAL F	1FTPX12V98FC00022	GEORGIA				

Borrower/Owner	Vehicle Type	Make & Model		VIN	State Where Registered	Copy of Title Documentation Delivered	Application Completed	Registered with State DMV with WF Lien Noted	Notes/Status
		45FT. VAN TRAILERS							
Newell Recycling LLC.	1985	BRAE	4502	1B01A4525FS120181	GEORGIA				
Newell Recycling LLC.	1985	BRAE	4503	1B01A4526FS120612	GEORGIA				
Newell Recycling LLC.	1985	BRAE	4504	1B01A4523FS120020	GEORGIA				
Newell Recycling LLC.	1985	BRAE	4505	1B01A4529F5120474	GEORGIA				
Newell Recycling LLC.	1980	BRAE	4506	1B01A452XFS120449	GEORGIA				
Newell Recycling LLC.	1980	MILLER	4507	113479	GEORGIA				
Newell Recycling LLC.	1981	DORSEY	4510	1DTV12W24BA155517	GEORGIA				
Newell Recycling LLC.	1977	THEU	4511	N51442	GEORGIA				
Newell Recycling LLC.	1981	DORSEY	4512	1DTV12W24BW011355	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984 TRAILER	BRAE	1B0	1B01A4525ES115447	GEORGIA				
Newell Recycling LLC.	1977	BUDD	4518	134690M	GEORGIA				
Newell Recycling LLC.	1977	BUDD	4519	134682M	GEORGIA				
Newell Recycling LLC.	1978	BUDD	4520	134669M	GEORGIA				
Newell Recycling LLC.	1977	BUDD	4522	134688M	GEORGIA				
Newell Recycling LLC.	1978	BUDD	4523	148401M	GEORGIA				
Newell Recycling LLC.	1977	BUDD	4525	134668M	GEORGIA				
Newell Recycling LLC.	1978	BUDD	4526	148417M	GEORGIA				
Newell Recycling LLC.	1977	BUDD	4529	134676M	GEORGIA				
Newell Recycling LLC.	1978	BUDD	4530	148420M	GEORGIA				
Newell Recycling LLC.	1978	BUDD	4531	148424M	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985 TRAILER	BRAE	1B0	1B01A4522FS120347	GEORGIA				
Newell Recycling LLC.	1985	BRAE	4533	1B01A4525ES115447	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	STOUGHTON	1DW	1DW1A4526SS890072	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	STOUGHTON	455	1DW1A4524RS874978	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	STOUGHTON	1DW	1DW1A4525RS874939	GEORGIA				
NEWELL TRANSPORTATION LLC	1995 TRAILER	STOUGHTON	455	1DW1A4522RS874641	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	MONON	TRAILER	1NNZ54520SM236972	GEORGIA				
NEWELL TRANSPORTATION LLC	1995 TRAILER	PINES	TRAILER	1PNV45251RK854492	GEORGIA				
NEWELL TRANSPORTATION LLC	1995 TRAILER	PINES	1PN	1PNV45252SKB63630	GEORGIA				
NEWELL TRANSPORTATION LLC	1995 TRAILER	MONON	TRAILER	1NNZS452ZSM248336	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	WABASH	SA1	1JJV452U9SL235772	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	OSHKOSH	4ML	4MLT14529RB812416	GEORGIA				
NEWELL TRANSPORTATION LLC	1995 TRAILER	PINE	BRS	1PNV452525KB58444	GEORGIA				
NEWELL TRANSPORTATION LLC	1994 TRAILER	WABASH	1JJ	1JJV452U5RL230823	GEORGIA				
NEWELL TRANSPORTATION LLC	1995 TRAILER	PINE	BRS	1PNV452S0SKB58491	GEORGIA				

NEWELL TRANSPORTATION LLC	1994	TRAILER	PINE	457	1PNV452S6RKB58070	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	PINE	457	1PNV452S6RKB57954	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	OSHKOSH	4ML	4MLT14525RB812073	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	OSHKOSH	4ML	4MLT1421RB812233	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	PINES	457	1PNV452S0RKB57884	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	SA1 TRAILER	1JJV452U1SL235796	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1993	TRAILER	STOUGHTON	VN TRAILER	1DW1A4525PS862044	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	1JJ TRAILER	1JJV452U8SL235620	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	OSHKSH	4ML	4MLT14524RB812498	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452U0RL230518	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452U8RL230590	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	1JJ TRAILER	1JJV452U4SL235386	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	SA1 TRAILER	1JJV452U5SL235753	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	SA1 TRAILER	1JJV452U0SL235448	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	SA1 TRAILER	1JJV452U0SL235529	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452U5RL230773	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452UXSL235571	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452U3RL230884	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452U6RL230488	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	WABASH	1JJ TRAILER	1JJV452U9RL230887	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	SA1 TRAILER	1JJV452U8SL235536	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	WABASH	SA1 TRAILER	1JJV452U2SL235788	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	PINES	457	1PNV452SXRKB57679	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1994	TRAILER	PINES	487	1PNV482SXRGB80271	GEORGIA				
Newell Recycling LLC.	1979		FRUEHAUF	459336	HPZ650504	GEORGIA				
Newell Recycling LLC.	1979		PINES	459341	4514XSWSV8638	GEORGIA				
Newell Recycling LLC.	1984		FRUEHAUF	459519	1H2V0452XEE001584	GEORGIA				
			48FT. VAN TRAILERS							
Newell Recycling LLC.	1988		GREAT DANE	48001	1GRAA9628JS112801	GEORGIA				
Newell Recycling LLC.	1988		GREAT DANE	48003	1GRAA9624JB093518	GEORGIA				
Newell Recycling LLC.	1994		DORSEY	48004	1DTV11Z26RA217810	GEORGIA				
Newell Recycling LLC.	1994		DORSEY	48005	1DTV11Z28RA217825	GEORGIA				
Newell Recycling LLC.	1994		DORSEY	48006	1DTV11Z21RA217794	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVF5PC030275	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVF8PC030285	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC	49RT7BVF8PC030318	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVFXPC030319	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MATL	49RT7BV8PC030321	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVFXPC030322	GEORGIA				

NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVF5PC030325	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVF0PC030328	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVF9PC030327	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	MATLOCK	MDAC 48	49RT7BVF0PC030331	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	PINES	457	1PNV482S9SGB81739	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	GREAT DANE	VAN	1GRAA9622JS140108	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	UTILITY	UTILITY	1UYVS24RU236902	GEORGIA				
			53FT. VAN TRAILERS							
NEWELL RECYCLING OF ATLANTA INC	1991	TRAILER	WABASH	NATL	1JJV532U7ML154936	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1991	TRAILER	WABASH	VAN	1JJV532U4ML154750	GEORGIA				
Newell Recycling LLC.	1988		FRUEHAUF	53003	1H2V0532XJH000906	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1990	TRAILER	STOUGHTON	SEMI TRAILER	1DW1A5320LS627036	GEORGIA				
Newell Recycling LLC.	1989		STRICKLAND	53005	1S12E8535KG313559	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	WABASH	P-120CW	1JJV532Y2SL237061	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	WABASH	P-120CW	1JJV532Y7RL206575	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	WABASH	P-120CW	1JJV532Y2PL186913	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	WABASH	P-120CW	1JJV532Y5RL206803	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	WABASH	P-120CW	1JJV532Y1SL224527	GEORGIA				
Newell Recycling LLC.	1999		GRT DN	53013	1PNV532B0XG310441	GEORGIA				
Newell Recycling LLC.	1999		GRT DN	53014	1GRAA0628XS001962	GEORGIA				
Newell Recycling LLC.	1998		PINE	53015	1PNV532BXWG304659	GEORGIA				
Newell Recycling LLC.	1998		UTILITY	53016	1UYVS2536WP296416	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	KENT	VAN	1KKVA5325SL103080	GEORGIA				
NEWELL TRANSPORTATION LLC	1984	TRAILER	BUDD	NF2	1BK10V920EE209132	GEORGIA				
NEWELL TRANSPORTATION LLC	1998	TRAILER	LUFKIN	TFV	1L01A5322W1132564	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRIM TRAILER	1PT	1PTG1JAH7R9002701	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH1R9002936	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAILER CRAFT	VAN	1PTG1JAH1R9017484	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRIM TRAILER	G1J	1PTG1JAH8R9002920	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH459014293	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH0R9002670	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH9R9002716	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH5R9014112	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH3R9014120	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAHXS9014315	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH3S9014317	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAILER CRAFT	G1JA1UAY	1PTG1JAH7S6004598	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH1S6004628	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1994	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH2R9002931	GEORGIA				

NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH3S9014298	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH0S6004488	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAILER CRAFT	G1JA1UAY	1PTG1JAH4S6004574	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAILER CRAFT	G1JA1UAY	1PTG1JAH5S6004583	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1995	TRAILER	TRAIL MOBILE	UNKNOWN	1PTG1JAH1S6004614	GEORGIA				
NEWELL TRANSPORTATION LLC DBA NEWELL RECYCLING	1990	TRAILER	FRUEHAUF	UNKNOWN	1H2V05325LE009825	GEORGIA				
			4FT. OPEN TOP TRAILERS							
Newell Recycling LLC.	1979		GREAT DANE	SF100	M22423	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	SF101	147323	GEORGIA				
Newell Recycling LLC.	1981		FRUEHAUF	SF103	1H4P04201BF804101	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF107	FWZ275102	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF108	FWZ365303	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF109	FWZ365302	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF110	FWZ365301	GEORGIA				
Newell Recycling LLC.	1973		TRAIL MOBILE	SF111	J33592	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF112	FWZ365305	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1973	TRAILER	TRAILER CRAFT	P31T0SAH	J35802	GEORGIA				
Newell Recycling LLC.	1973		TRAIL MOBILE	SF114	J33595	GEORGIA				
Newell Recycling LLC.	1973		TRAIL MOBILE	SF115	J35801	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF118	FWZ365901	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF119	FWZ275105	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF121	FWZ275104	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF122	FWZ365304	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	SF123	FWZ365902	GEORGIA				
Newell Recycling LLC.	1974		GIND	SF125	106625L	GEORGIA				
NEWELL RECYCLING INC	1979	TRAILER	DORSEY	UTILITY	142504	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF134	M22409	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF142	M22369	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF145	M22504	GEORGIA				
Newell Recycling LLC.	1975		FRUEHAUF	SF147	0FWW704006	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF148	M22486	GEORGIA				
Newell Recycling LLC.	1980		DORSEY	SF150	146704	GEORGIA				
NEWELL RECYCLING INC	1974	TRAILER	FONTAINE	FLT BED	25601	GEORGIA				
Newell Recycling LLC.	1972		FONTAINE	SF154	16542	GEORGIA				
Newell Recycling LLC.	1972		FONTAINE	SF155	15302	GEORGIA				
NEWELL RECYCLING CO INC	1978	TRAILER	FRUEHAUF	UTILITY	FW7365903	GEORGIA				
Newell Recycling LLC.	1972		FRUEHAUF	SF163	FWF311903	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	SF182	140559	GEORGIA				
Newell Recycling LLC.	1968		FRUEHAUF	SF184	MEJ688901	GEORGIA				

Newell Recycling LLC.	1979		DORSEY	SF185	140558	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF186	M22525	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF187	M22541	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	SF188	M22542	GEORGIA				
Newell Recycling LLC.	1977		GREAT DANE	SF191	316475	GEORGIA				
Newell Recycling LLC.	1980		AZTEC	SF193	6532	GEORGIA				
Newell Recycling LLC.	1980		AZTEC	SF194	FCB70456900	GEORGIA				
Newell Recycling LLC.	1982		DORSEY	SF216	1DTP16T28CA158281	GEORGIA				
Newell Recycling LLC.	1977		DORSEY	SF217	128850	GEORGIA				
Newell Recycling LLC.	1982		MILLER	SF226	X18737	GEORGIA				
Newell Recycling LLC.	1980		AZTEC	SF236	6915	GEORGIA				
Newell Recycling LLC.	1979		HOME	SF440-1	T017446	GEORGIA				
Newell Recycling LLC.	1980		DORSEY	SF440-2	146845	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	GDAN	GPS45	1GRDM9021HM015113	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	GDAN	GPS45	1GRDM9029HM015117	GEORGIA				
			6FT. OPEN TOP TRAILERS							
Newell Recycling LLC.	1965		TRAIL MOBILE	105-6	T160A9V603204	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	120-6	FWZ365904	GEORGIA				
Newell Recycling LLC.	1974		LUFKIN	127-6	28970	GEORGIA				
Newell Recycling LLC.	1968		FRUEHAUF	129-6	FWR3969147	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	131-6	M22380	GEORGIA				
Newell Recycling LLC.	1979		TRAIL MOBILE	132-6	P64288	GEORGIA				
Newell Recycling LLC.	1977		GREAT DANE	133-6	M22434	GEORGIA				
Newell Recycling LLC.	1975		DORSEY	135-6	114434	GEORGIA				
Newell Recycling LLC.	1977		GREAT DANE	136-6	316829	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	137-6	M22469	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	138-6	M22498	GEORGIA				
Newell Recycling LLC.	1977		GREAT DANE	139-6	316971	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	140-6	M22370	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	141-6	M22413	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	143-6	142506	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	144-6	M22430	GEORGIA				
Newell Recycling LLC.	1980		DORSEY	151-6	148960	GEORGIA				
Newell Recycling LLC.	1972		FNTNE	158-6	16541	GEORGIA				
Newell Recycling LLC.	1969		FRUEHAUF	159-6	FWK485102	GEORGIA				
Newell Recycling LLC.	1977		GREAT DANE	160-6	316828	GEORGIA				
Newell Recycling LLC.	1974		FRUEHAUF	161-6	FWS5711150	GEORGIA				
Newell Recycling LLC.	1978		DORSEY	162-6	137514	GEORGIA				
Newell Recycling LLC.	1978		DORSEY	164-6	137517	GEORGIA				

Newell Recycling LLC.	1978		DORSEY	165-6	137511	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	166-6	M22393	GEORGIA				
Newell Recycling LLC.	1971		FRUEHAUF	167-6	FWM785001	GEORGIA				
Newell Recycling LLC.	1976		GREAT DANE	168-6	315218	GEORGIA				
Newell Recycling LLC.	1978		DORSEY	169-6	137509	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	170-6	142036	GEORGIA				
Newell Recycling LLC.	1980		DORSEY	171-6	146749	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	172-6	M22376	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	173-6	M22419	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	175-6	M22438	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	176-6	147309	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	177-6	147303	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	178-6	M22412	GEORGIA				
Newell Recycling LLC.	1979		DORSEY	179-6	147301	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	180-6	M22501	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	183-6	M22497	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	189-6	M22427	GEORGIA				
Newell Recycling LLC.	1984		HERI	195-6	155W40201E2006656	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	196-6	1GRDM8028EM070471	GEORGIA				
Newell Recycling LLC.	1984		MONNON	197-6	1NNF0402XEW086832	GEORGIA				
Newell Recycling LLC.	1984		MONNON	198-6	1NNF04022EW086825	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	199-6	1GRDM8020EM070416	GEORGIA				
Newell Recycling LLC.	1980		FRUEHAUF	200-6	FWT042606	GEORGIA				
Newell Recycling LLC.	1978		TRAIL MOBILE	201-6	S64070	GEORGIA				
Newell Recycling LLC.	1976		HOBBS	202-6	FHX640536	GEORGIA				
Newell Recycling LLC.	1978		FRUEHAUF	203-6	FWZ335359	GEORGIA				
Newell Recycling LLC.	1971		MILLER	205-6	V8958	GEORGIA				
NEWELL RECYCLING INC	1974	TRAILER	FONTAINE	SEMI	26344	GEORGIA				
Newell Recycling LLC.	1986		UTILITY	207-6	1UYFS242XGA596302	GEORGIA				
Newell Recycling LLC.	1977		DORSEY	208-6	128852	GEORGIA				
Newell Recycling LLC.	1977		DORSEY	209-6	123465	GEORGIA				
Newell Recycling LLC.	1977		HOBBS	210-6	FHY737202	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	211-6	1GRDM8425EM011601	GEORGIA				
Newell Recycling LLC.	1977		DORSEY	213-6	123464	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	214-6	1GRDM8424EM011606	GEORGIA				
Newell Recycling LLC.	1976		GREAT DANE	218-6	315559	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	219-6	M23097	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	220-6	M23100	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	221-6	M23096	GEORGIA				

Newell Recycling LLC.	1984		GREAT DANE	222-6	1GRDM8427EM011602	GEORGIA				
Newell Recycling LLC.	1979		GREAT DANE	223-6	M23092	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	224-6	1GRDM8422EM011605	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1977	TRAILER	HOBBS	SEMI	FHY737301	GEORGIA				
Newell Recycling LLC.	1985	TRAILER	TRAIL MOBILE	FLATBED	1PTF71TH9F9003545	GEORGIA				
Newell Recycling LLC.	1982	TRAILER	TRAIL MOBILE	TRAILER	1PTF71TJ9C6000273	GEORGIA				
Newell Recycling LLC.	1985	TRAILER	TRAIL MOBILE	FLATBED	1PTF71TH5F9003543	GEORGIA				
Newell Recycling LLC.	1982		TRAIL MOBILE	231-6	1PTF71TJ3C6000270	GEORGIA				
Newell Recycling LLC.	1982		TRAIL MOBILE	232-6	1PTF71TJ7C6000269	GEORGIA				
Newell Recycling LLC.	1985		TRAIL MOBILE	233-6	1PTF71TH1F9003542	GEORGIA				
Newell Recycling LLC.	1982		TRAIL MOBILE	234-6	1PTF71TJ5C6000271	GEORGIA				
Newell Recycling LLC.	1985		TRAIL MOBILE	235-6	1PTF71THXF9003540	GEORGIA				
Newell Recycling LLC.	1985	TRAILER	GREAT DANE	GPHS-45	1GRDM9020FM001807	GEORGIA				
Newell Recycling LLC.	1989		FONTAINE	238-6	13N1452C3K1546801	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1990	TRAILER	GREAT DANE	GP245	1GRDM9028LM084213	GEORGIA				
Newell Recycling LLC.	1990		GREAT DANE	241-6	1GRDM902XLM084214	GEORGIA				
Newell Recycling LLC.	1985	TRAILER	GREAT DANE	GPHS-45	1GRDM9021FM001802	GEORGIA				
Newell Recycling LLC.	1991		GREAT DANE	250-6	1GRDM9023MM008903	GEORGIA				
Newell Recycling LLC.	1991		GREAT DANE	251-6	1GRDM9021MM008902	GEORGIA				
Newell Recycling LLC.	1991		GREAT DANE	253-6	1GRDM902XMM008901	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1994	TRAILER	GREAT DANE	GRDN	1GRDM8427RM030902	GEORGIA				
Newell Recycling LLC.	1994	TRAILER	GREAT DANE	SEMI	1GRDM9024RM031002	GEORGIA				
	1994	TRAILER	GREAT DANE	TRAILER	1GRDM8425RM030901	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1986	TRAILER	FONTAINE	UNKNOWN	13N1422CXG1540385	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1986	TRAILER	FONTAINE	UNKNOWN	13N1422C4G1540365	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1986	TRAILER	FONTAINE	UNKNOWN	13N1422C9G1540376	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	FONTAINE	TRAILER	13N1422C8G1540367	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	GPS 242	1GRDM8429JM047706	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	GPS 242	1GRDM842XJM047603	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	GPS 242	1GRDM8427JM047705	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	GREAT DANE	GPHS-45	1GRDM9020GM031401	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	FONTAINE	TRAILER	13N14722C1G1540369	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	GPHS-45	1GRDM9023FM001803	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	GREAT DANE	GPHS-45	1GRDM9028GM031405	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	TRPL	FLATBED	13N1422C0G1540380	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1973	TRAILER	MILLER	UNKNOWN	W14414	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1982	TRAILER	CLARK	FLATBED	1CD2L4227CA001439	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1972	TRAILER	DORSEY	TRLR	97519	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	UTILITY	1GRDM9020FM059505	GEORGIA				

NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	UTILITY	1GRDM9028FM059512	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	GREAT DANE	UTILITY	1GRDM902XEM034402	GEORGIA				
Newell Recycling LLC.	1985		GREAT DANE	276-6	1GRDM9024FM059507	GEORGIA				
Newell Recycling LLC.	1969		FRUEHAUF	277-6	FWK444306	GEORGIA				
Newell Recycling LLC.	1974		VULCAN	278-6	VT255274	GEORGIA				
Newell Recycling LLC.	1982		FONTAINE	279-6	1A1142207C1536435	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	UTILITY	1GRDM9026FM059511	GEORGIA				
NEWELL RECYCLING	1974	UTILITY TRL	VULCAN	40FT	VT254374	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1982	TRAILER	TRAILER CRAFT	F81T	1PTF81TJ1C6000491	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	UTILITY	1GRDM9027FM059503	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	284-6	1UYFS2485DA946564	GEORGIA				
Newell Recycling LLC.	1982		FONTAINE	285-6	1A1142204C1536439	GEORGIA				
Newell Recycling LLC.	1982		FONTAINE	286-6	1A1142209C1536436	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	GPHS-45	1GRDM9024FM001809	GEORGIA				
Newell Recycling LLC.	1966	TRAILER	FRUEHAUF	FLT BED	FWG601106	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1979	TRAILER	GREAT DANE	44 FEET	554291305004	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	FRUEHAUF	1H2	1H2P04250NW010507	GEORGIA				
Newell Recycling LLC.	1983		DORSEY	291-6	1DTP16T2XDP016299	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	292-6	1GRDM9021EM016404	GEORGIA				
Newell Recycling LLC.	1984		GREAT DANE	293-6	1GRDM9020EM005801	GEORGIA				
Newell Recycling LLC.	1985		GREAT DANE	294-6	1GRDM902XFM051606	GEORGIA				
Newell Recycling LLC.	1985		GREAT DANE	295-6	1GRDM9022FM051602	GEORGIA				
Newell Recycling LLC.	1985		GREAT DANE	296-6	1GRDM9026FM051604	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	DORSEY	TRAILER	1DTP16W27EA162417	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	UTILITY	IUY	1UYFS245XEA200621	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	NABORS	TRL	1NT1M4528G1002894	GEORGIA				
			45'X 7FT. OPEN TOP TRAILERS							
NEWELL RECYCLING OF ATLANTA INC	1978	TRAILER	FRUEHAUF	FLATBED	FWZ342778	GEORGIA				
Newell Recycling LLC.	1985		GREAT DANE	745-1	1GRDM9022FM059702	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1983	TRAILER	UTILITY	FLT BED 45 FT	1UYFS2456DA877602	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	UTILITY	PLATFM	1UYFS2459GA499702	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	UTILITY	FS2CHE	1UYFS2459FA279605	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	UTILITY	FS2CHE	1UYFS2454GA564505	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	UTILITY	MB HME	1UYFS2457GA499701	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	GPS 242	1GRDM842XJM047701	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1991	TRAILER	UTILITY	FLATBED	1UYFS2455MA497702	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	GPS	1GRDM8421JM047604	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	NABORS	TRL	1NT1M452XG1002895	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	NABORS	FB	1NT1M4522G1002907	GEORGIA				

NEWELL RECYCLING OF ATLANTA INC	1987	TRAILER	GREAT DANE	GPS 45	1GRDM9022HM015105	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1971	TRAILER	DELS	FB	19711312	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	FRUEHAUF	FLBE	1H5P04526GM059115	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1983	TRAILER	GREAT DANE	UTILITY	1GRDM9021DM039101	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	GREAT DANE	GPS 45	1GRDM9028FM033301	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	TRIM TRAILER	F71	1PTF71TJXG9004403	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	DORSEY	FLT	1DTP16W25EA167146	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	FRUEHAUF	1H4	1H4P04523EF024201	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	UTILITY	FS2	1UYFS2450EA155401	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	2004	TRAILER	DORSEY TRAILER	FLT	1DTP16W28FA168101	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	FONTAINE	FTW48045F	13N145208K1547982	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	UTILITY	FS2CHE	1UYFS2450JA895606	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	FONTAINE	FTW48045F	13N145208K1547979	GEORGIA				
Newell Recycling LLC.	1990		DORS	745-25	1DTP16W22LP027839	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	FONTAINE	FTW48045F	13N145206K1547978	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	FONTAINE	FTW48045F	13N14520XK1547983	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	FONTAINE	FTW48045F	13N145205K1547986	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	UTILITY	FS2CHE	1UYFS2451JA895601	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	UTILITY	FLATBED	1UYFS2455KA134605	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	UTILITY	FLATBED	1UYFS2452KA134609	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	UTILITY	FLATBED	1UYFS2456KA134614	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	UTILITY	FLATBED	1UYFS2450KA140022	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	UTILITY	FLATBED	1UYFS2456KA134628	GEORGIA				
Newell Recycling LLC.	1989		UTIL	745-35	1UYFS2451KA134648	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	GREAT DANE	FLATBED	1GRDM9025NM057702	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1987	TRAILER	DORSEY	FLATBED	1DTP16W28HP023849	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1987	TRAILER	DORSEY	FLATBED	1DTP16W29HP023889	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	DORSEY	DGTL84	1DTP16W25GP022284	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1995	TRAILER	GREAT DANE	1GRDM9	1GRDM9024SM056911	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1995	TRAILER	GREAT DANE	GREAT DANE TL	1GRDM9028SM056913	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	15000	1GRDM9029JM072908	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1994	TRAILER	GREAT DANE	1GRDM	1GRDM9028RM029317	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1994	TRAILER	GREAT DANE	1GRDM	1GRDM9024RM029315	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1990	TRAILER	GREAT DANE	1GRDM	1GRDM902XLM023901	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	GREAT DANE	GPHS45	1GRDM9021EM031503	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1984	TRAILER	GREAT DANE	GPHS45	1GRDM9027EM031506	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1994	TRAILER	GREAT DANE	1GRDM9	1GRDM9029RM029309	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1995	TRAILER	GREAT DANE	1GRDM	1GRDM9027SM056904	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1990	TRAILER	GREAT DANE	1GRDM9	1GRDM9020LM023910	GEORGIA				

NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	TRAIL MOBILE	F71	1PTF71TJ5K9008819	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1991	TRAILER	GREAT DANE	1GRDM	1GRDM9028MM023901	GEORGIA				
NEWELL RECYCLING OF ATLANTA LLC	1987	TRAILER	UTILITY	FS2	1UYFS2480HA682207	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	UTILITY	FS2	1UYFS2484HA682209	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1984	TRAILER	UTILITY	FS2	1UYFS2458FAD79801	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1990	TRAILER	TRAIL MOBILE	1PT	1PTF71TJ7L9001579	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	TRAILER	1GRDM9024JM093603	GEORGIA				
Newell Recycling LLC.	1974		FRUEHAUF	745-60	PTW-2-55428L	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1987	TRAILER	FONTAINE	PLT	13N1452C3H1542451	GEORGIA				
	1988	TRAILER	GREAT DANE	TRAILER	1GRDM8423JM047605	GEORGIA				
Newell Recycling LLC.	1987		FRUEHAUF	745-64	1H4P04520HF034432	GEORGIA				
	1987	TRAILER	FRUEHAUF	PB75 F245	1H4P04527HF034430	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	GREAT DANE	GPS 242	1GRDM8425JM047704	GEORGIA				
			48'x 7FT OPEN TOP TRAILERS							
NEWELL TRANSPORTATION LLC	1989		UTILITY	COMM TRAILER	1UYFS2487KA097518	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2489KA113315	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2480KA113302	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2486KA097509	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2486KA097512	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2480KA097408	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2489KA113301	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2486KA969140	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	DORSEY	DORS	1DTP16W24HP023881	GEORGIA				
			45'X8FT OPEN TOPTRAILERS							
NEWELL RECYCLING OF ATLANTA	1985	TRAILER	UTILITY	TRAILER	1UYFS2456FA354034	GEORGIA				
Newell Recycling LLC.	1983		GREAT DANE	SF845-2	1GRD1902XDM016402	GEORGIA				
NEWELL TRANSPORTATION LLC	1983	TRAILER	GREAT DANE	GPS-45	1GRD19028DM016401	GEORGIA				
NEWELL TRANSPORTATION LLC	1983	TRAILER	GREAT DANE	GPS45	1GRDM9024DM026701	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GREAT DANE	GPS45	1GRDM9023HM015114	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GREAT DANE	GPS45	1GRDM9029HM015120	GEORGIA				
Newell Recycling LLC.	1972		FREUHAUF	SF845-7	MEP271201	GEORGIA				
NEWELL TRANSPORTATION LLC	1980	TRAILER	GREAT DANE	SF845-8	106582	GEORGIA				
NEWELL TRANSPORTATION LLC	1991	TRAILER	GREAT DANE	GPS245	1GRDM9021MM048509	GEORGIA				
NEWELL TRANSPORTATION LLC	1991	TRAILER	GREAT DANE	GPS245	1GRDM9024MM048505	GEORGIA				
NEWELL TRANSPORTATION LLC	1984	TRAILER	TRANSCRAFT	TRAILER	1TTF45206E1020610	GEORGIA				
NEWELL TRANSPORTATION LLC	1984	TRAILER	TRANSCRAFT	TRAILER	1TTF45202E1020412	GEORGIA				
NEWELL TRANSPORTATION LLC	1985	TRAILER	UTILITY	FLATBED	1UYFS2451FA279615	GEORGIA				
NEWELL TRANSPORTATION LLC	1991	TRAILER	GREAT DANE	GPS 245	1GRDM9027MM048501	GEORGIA				
NEWELL TRANSPORTATION LLC	1982	TRAILER	HOBBS	GPS 45	FHX683101	GEORGIA				

NEWELL TRANSPORTATION LLC	1987	TRAILER	GRDN	GP4	1GRDM9020HM005009	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	FLATBED	1UYFS2454KA198909	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	GDAN	GPS45	1GRDM9020HM015121	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	GDAN	GPS45	1GRDM9025HM015132	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	GDAN	GPS45	1GRDM9026HM015107	GEORGIA				
			48'X8FT OPEN TOPTRAILERS							
NEWELL TRANSPORTATION LLC	1989	TRAILER	TRAIL MOBILE	UNKNOWN	1PTF71TH7K9000458	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAIL MOBILE	UNKNOWN	1PTF7ATH1J9008957	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAIL MOBILE	UNKNOWN	1PTF7ATHXJ9008987	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	TRAIL MOBILE	FLATBED	1PTF71TH6P9010969	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	GREAT DANE	DROP FRAME	1GRDM9628RM036601	GEORGIA				
			FLATBED CAR-HAULER TRAILERS							
Newell Recycling LLC.	1965		FRUEHAUF	FB194	FWF290302	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	FB196	1UYFS2480DA946553	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	FB198	1UYFS2481DA946609	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	FB199	1UYFS2488DA946509	GEORGIA				
Newell Recycling LLC.	1982		DORSEY	FB203	1DTP16V26CA159281	GEORGIA				
Newell Recycling LLC.	1983		DORSEY	FB205	1DTP16V20DA159391	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	FRUEHAUF	FBED	1H5P04527GM059110	GEORGIA				
Newell Recycling LLC.	1974		MILLER	FB212	36982	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	TRAIL MOBILE	FLAT	1PTF7ATH2J9008983	GEORGIA				
Newell Recycling LLC.	1992		FRUEHAUF	FB214	1H2P0452XNW010506	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	TRAIL MOBILE	TRAILMOBILE	1PTF7ATH0J9008951	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	TRAIL MOBILE	TRAILMOBILE	1PTF71TH3K9000456	GEORGIA				
NEWELL RECYCLING	1989	TRAILER	TRAIL MOBILE	TRAILER	1PTF71THXK9000454	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	FRUEHAUF	1H2	1H2P04520NW010510	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	FRUEHAUF	1H2	1H2P04524NW010509	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	UTILITY	FS2	1UYFS2450NA707804	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	FRUEHAUF	FLAT	1H5P04526GM059101	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1988	TRAILER	TRAIL MOBILE	TRAILMOBILE	1PTF7ATH8J9008924	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	FRUEHAUF	PB80F248W	1H4P04820FF043303	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	FRUEHAUF	PB80F248W	1H4P04827FF043301	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1985	TRAILER	FRUEHAUF	PB80F248W	1H4P04829FF043302	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	UTILITY	F25	1UYFS2459NA707803	GEORGIA				
Newell Recycling LLC.	1992		FRUEHAUF	FB231	1H2P0452XNW010510	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	UTILITY	FS2	1UYFS2454NA707806	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1992	TRAILER	UTILITY	FS2	1UYFS2458NA707808	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1982	TRAILER	GREAT DANE	1GR	1GRDM9024CM001201	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	LUFKIN	FB	1L01B4526K1082699	GEORGIA				

NEWELL RCYCLING OF ATLANTA INC	1987	TRAILER	LUFKIN	FL75	1L01B4529H1074296	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1989	TRAILER	LUFKIN	FL75	1L01B4521K1080892	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1995	TRAILER	GDAN UTILITY	PLATFORM	1GRDM9625SM050316	GEORGIA				
Newell Recycling LLC.	1992		FRUEHAUF	FB240	1H2P04529NW010516	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1996	TRAILER	AT DANE UTILITY	PLATFORM	1GRDM9620TM011814	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1995	TRAILER	GREAT DANE	1GR	1GRDM9624SM050307	GEORGIA				
NEWELL RECYCLING	1973	TRAILER	VULCAN	FLT BED	VT228973	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1982	TRAILER	UTILITY	FS2	1UYFS2458CA801703	GEORGIA				
NEWELL TRANSPORTATION LLC	1986	TRAILER	GREAT DANE	GP4	1GRDM9024GM057905	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GREAT DANE	GP4	1GRDM9026HM005029	GEORGIA				
Newell Recycling LLC.	1987		GREAT DANE	FB247	1GRDM9020HM005110	GEORGIA				
NEWELL RECYCLING	1974	TRAILER	VULCAN	FLT BED	VT253774	GEORGIA				
NEWELL RECYCLING	1974	UTILITY TRL	VULCAN	MBHME	VT255274	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GDAN	GPS45	1GRDM902XHM015112	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GREAT DANE	GPS45	1GRDM9026HM015110	GEORGIA				
Newell Recycling LLC.	1989		TRAIL MOBILE	FB252	1PTF71TH1K9000455	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATH3J9008961	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATH6J9008999	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATHXJ9008942	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	TRAIL MOBILE	TRAILER	1PTF7ATH5K9000460	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATH1J9009011	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATHXJ9009010	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATH8J9008986	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1986	TRAILER	FONTAINE	TRAILER	13N1422CXG1540368	GEORGIA				
NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAILERS	SEMI	1PTF7ATH0J9008965	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	TRAIL MOBILE	TRAILER	1PTF71TH7K9000461	GEORGIA				
NEWELL TRANSPORTATION LLC	1998	TRAILER	FRUEHAUF	TL	1JJF482F8WS439689	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	TRAO	SE	1TTF48209R1041989	GEORGIA				
				FLATBED TRAILERS						
NEWELL TRANSPORTATION LLC	1989	TRAILER	UTILITY	COMM TRLR	1UYFS2489KA107725	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	FB191	1UYFS248XDA946401	GEORGIA				
Newell Recycling LLC.	1982		FONTAINE	FB192	1A114220XC1536445	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	FB195	1UYFS2489DA946521	GEORGIA				
Newell Recycling LLC.	1983		UTILITY	FB197	1UYFS2488DA946543	GEORGIA				
Newell Recycling LLC.	1983		DORSEY	FB204	1DTP16V24DA159393	GEORGIA				
NEWELL TRANSPORTATION LLC	1994	TRAILER	GREAT DANE	DROP FRAME	1GRDM962XRM036602	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	TRIM TRAILER	FLATBED	1PTF71TH4P9010968	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	TRIM TRAILER	FLATBED	1PTF71TH2P9010970	GEORGIA				
NEWELL TRANSPORTATION LLC	1989	TRAILER	GREAT DANE	FLATEBED	1GRDM9620KM077701	GEORGIA				

NEWELL TRANSPORTATION LLC	1988	TRAILER	TRAIL MOBILE	UNKNOWN	1PTF7ATH4J9008970	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1995	TRAILER	STOUGHTON	TRL	1DW1C5321SS934207	GEORGIA				
NEWELL RECYCLING OF ATLANTA	2001	TRAILER	STOUGHTON	CHASIS FLATBED	1DW1C48201E479849	GEORGIA				
NEWELL RECYCLING OF ATLANTA	2001	TRAILER	STOUGHTON	CHASIS FLATBED	1DW1C48211E480024	GEORGIA				
NEWELL EQUIPMENT LEASING LLC	2001	TRAILER	STOUGHTON	SE TRAILER	1DW1C48241E479790	GEORGIA				
			3-SIDED CAR HAULERS							
NEWELL TRANSPORTATION LLC	2004	TRAILER	BENLEE	1B9G3	1B9G350294B180438	GEORGIA				
NEWELL TRANSPORTATION LLC	2000	TRAILER	DOONAN	502DB1	1D9BG5025Y1208106	GEORGIA				
NEWELL TRANSPORTATION LLC	2004	TRAILER	BENLEE	1B9G3	1B9G350244B180430	GEORGIA				
NEWELL TRANSPORTATION LLC	2004	TRAILER	BENLEE	1B9G3	1B9G350264B180431	GEORGIA				
NEWELL TRANSPORTATION LLC	1998	TRAILER	TCRF	1TT	1TTE48206W1058658	GEORGIA				
NEWELL TRANSPORTATION LLC	1998	TRAILER	TRANSCRAFT	DTL20	1TTE48202W1058026	GEORGIA				
NEWELL TRANSPORTATION LLC	1999	TRAILER	DYNAWELD	4U1	4U181AHX8X1X38042	GEORGIA				
NEWELL TRANSPORTATION LLC	2004	TRAILER	BENLEE	TA3S16	1B9G350204B180439	GEORGIA				
NEWELL TRANSPORTATION LLC	1999	TRAILER	TRAIL KING	70LCS	1TKB04823XM067788	GEORGIA				
NEWELL TRANSPORTATION LLC	2000	TRAILER	DOONAN	DROP	1D9BG4828Y1208115	GEORGIA				
NEWELL TRANSPORTATION LLC	2000	TRAILER	FRUEHAUF	PSDNF2	1JJF482F7Y5693445	GEORGIA				
			24' ALUMINUM DUMP TRAILERS							
Newell Recycling LLC.	1976		EAST	D002	DS105839	GEORGIA				
Newell Recycling LLC.	1975		FRUEHAUF	D005	FWW704006	GEORGIA				
Newell Recycling LLC.	1971		TIBROOK	D006	24262427	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1994	TRAILER	FRUEHAUF	NA	1H2D02429RW058005	GEORGIA				
			38' STEEL DUMP TRAILERS							
NEWELL RECYCLING OF ATLANTA INC	2000	TRAILER	LUFKIN	TRAILER	1L01C3825Y1143763	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1999	TRAILER	LUFKIN	UNK	1L01C3824X1133286	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1999	TRAILER	CLEMENT	UNK	1C9BB38B4XM110217	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1993	TRAILER	LUFKIN	UNK	1L01C3825P1098824	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1999	TRAILER	LUFKIN	UNK	1L01C3822X1141029	GEORGIA				
Newell Recycling LLC.	1998		MONTONE	DT53801	1DTD48P2XWS080237	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	2000	TRAILER	DORSEY	DORSEY	1DTD48P26YS080892	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1997	TRAILER	MONTEREY	FS2	1DTD48P20VS080091	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	2001	TRAILER	DUMP	UNK	1R91A39241H336286	GEORGIA				
Newell Recycling LLC.	1989		SOUTHEAST	DT53811	1S9DT28RXSL399256	GEORGIA				
Newell Recycling LLC.	1995		LUFKIN	DT53812	1L01C3824K1083384	GEORGIA				
Newell Recycling LLC.	1995		LUFKIN	DT53813	1L01C3828S1116340	GEORGIA				
			38' ALUMINUM DUMP TRAILERS							
NEWELL RECYCLING OF ATLANTA INC	1993	TRAILER	EAST	EAST	1E1F9U280PRF13673	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1993	TRAILER	EAST	EAST	1E1F9U282RRG15061	GEORGIA				

Newell Recycling LLC.	1997		MATE	DT53806	1M9A39527VH036199	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1998	TRAILER	TIBROOK	AFR	1TKFA3927WB023004	GEORGIA				
NEWELL TRANSPORTATION LLC	2000	TRAILER	RAVE	1R1D	1R1D62620YG900001	GEORGIA				
NEWELL TRANSPORTATION LLC	1999	TRAILER	TRAIL STAR	1T9DS	1T9DS36C7X1066638	GEORGIA				
			ROLL-OFF TRAILERS							
Newell Recycling LLC.	1996		BENLEE	ROT-1	1B9A14034TB183096	GEORGIA				
Newell Recycling LLC.	1996		BENLEE	ROT-2	1B9A14033TB183090	GEORGIA				
Newell Recycling LLC.	1997		BENLEE	ROT-3	1B9A14021VB183186	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	1998	TRAILER	BENLEE	A60/FLATBED	1B9A1423WB183308	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	2005	TRAILER	BENLEE	TRA60TC40	1B9A140365B180252	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	2005	TRAILER	BENLEE	TRA60TC40	1B9A140345B180251	GEORGIA				
NEWELL TRANSPORTATION LLC	2006	TRAILER	BENLEE	TASM26S	1B9A126266B180384	GEORGIA				
			LOW BOY TRAILERS							
Newell Recycling LLC.	2003		Talbert	LB-1	40FS0442731022407	GEORGIA				
Newell Recycling LLC.	2006		FONTAINE	LB-2	4LFE5230163528688	GEORGIA				
NEWELL TRANSPORTATION LLC	2001	TRAILER	EAGB	FB	112SD24871L056965	GEORGIA				
NEWELL TRANSPORTATION LLC	2000	TRAILER	FRUEHAUF	DROPFR	1JJF482F0YS693450	GEORGIA				
			WALKING FLOOR TRAILER							
Newell Recycling LLC.	2000		EAST	WF-1	1E1U1X285YRK28050	GEORGIA				
NEWELL TRANSPORTATION LLC	1998	TRAILER	EASU	1E1U1X	1E1U1X28XWRH23648	GEORGIA				
				WATER TANKER						
Newell Recycling LLC.	1971		FRUEHAUF	WT-1	WEM174001	GEORGIA				
				CAGE TRAILERS						
Newell Recycling LLC.	1990		DEMPSTER	CT001	0001080	GEORGIA				
Newell Recycling LLC.	1990		DEMPSTER	CT002	T353624	GEORGIA				
Newell Recycling LLC.	1990		DEMPSTER	CT003	0001117	GEORGIA				
Newell Recycling LLC.	1990		DEMPSTER	CT004	0001157	GEORGIA				
Newell Recycling LLC.	1990		DEMPSTER	CT005	0001156	GEORGIA				
Newell Recycling LLC.	1990		DEMPSTER	CT006	0001158	GEORGIA				
Newell Recycling LLC.	1991		DEMPSTER	CT007	0001229	GEORGIA				
Newell Recycling LLC.	1991		DEMPSTER	CT009	0001231	GEORGIA				
Newell Recycling LLC.	1991		DEMPSTER	CT010	0001234	GEORGIA				
Newell Recycling LLC.	1991		DEMPSTER	CT011	0001233	GEORGIA				
Newell Recycling LLC.	1991		DEMPSTER	CT012	0001235	GEORGIA				
Newell Recycling LLC.	1991		DEMPSTER	CT013	0001232	GEORGIA				
Newell Recycling LLC.	1995		HOMEMADE	CT016	T353626	GEORGIA				
Newell Recycling LLC.	1995		HOMEMADE	CT017	T353627	GEORGIA				
Newell Recycling LLC.	1995		HOMEMADE	CT018	T353628	GEORGIA				
Newell Recycling LLC.	1987		DEMPSTER	CT019	ARCATL029	GEORGIA				

Newell Recycling LLC.	1990		DEMPSTER	CT020	ARCATL070SN1097	GEORGIA				
Newell Recycling LLC.	1986		SPEC	CT021	ARCATL007	GEORGIA				
Newell Recycling LLC.	1987		DEMPSTER	CT022	ARCATL033	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT023	4HDLS12174D000303	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT024	4HDLS12144D000159	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT025	4HDLS12184D000519	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT026	4HDLS12184D000617	GEORGIA				
NEWELL RECYCLING OF ATLANTA INC	2004	TRAILER	TOW PRO	LS61214	4HDLS12134D000752	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT028	4HDLS12144D000520	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT028-1	4HDLS121X4D000991	GEORGIA				
Newell Recycling LLC.	2004		TOWPLND	CT029	4HDLS12184D000990	GEORGIA				
Newell Recycling LLC.	2004	LANDSCAPE	TOWPLND	LS-612-14	4HDLS12114D000992	GEORGIA				
				UTILITY TRAILERS						
Newell Recycling LLC.	1997		UTILITY	U-101	1K9UT51023GM149086	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-102	1K9UT51025GM149076	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-104	1K9UT51028GM149094	GEORGIA				
Newell Recycling LLC.	1998		K&K	U-105	1K9UT51020WM149102	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-106	1K9UT5102GM149069	GEORGIA				
Newell Recycling LLC.	1998		K&K	U-107	1K9UT51024WM49103	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-108	1K9UT51021GM149085	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-110	1K9UT51026GM149084	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-112	1K9UT51028GM149083	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-114	1K9UT51021GM149074	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-115	1K9UT51021GM149096	GEORGIA				
Newell Recycling LLC.	1998		K&K	U-116	1K9UT510XWM149106	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-117	1K9UT51029GM149078	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-118	1K9UT51020GM149080	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-119	1K9UT5102XGM149095	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-120	1K9UT51027GM149088	GEORGIA				
Newell Recycling LLC.	1998		K&K	U-121	1K9UT51028WM149105	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-122	1K9UT5102XGM149079	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-123	1K9UT51024GM149092	GEORGIA				
Newell Recycling LLC.	1997		UTILITY	U-124	1K9UT51024GM149082	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-125	1K9UT51029GM149068	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-126	1K9UT51028GM149073	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-127	1K9UT51020GM149090	GEORGIA				
Newell Recycling LLC.	1997		K&K	U-128	1K9UT5825GM149146	GEORGIA				
				TRI-AXLE TRAILERS						
NEWELL TRANSPORTATION LLC	1996	TRAILER	STRICKLAND	CONTAINER	1S13SC335TB707161	GEORGIA				

NEWELL TRANSPORTATION LLC	1991	TRAILER	STRICKLAND	CONTAINER	1S13SC293MB672076	GEORGIA				
NEWELL TRANSPORTATION LLC	1992	TRAILER	STRICKLAND	CONTAINER	1S13SC29XNB675560	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	STRICKLAND	CONTAINER	1S13SC336SB699019	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	STRICKLAND	CONTAINER	1S13SC33XSB699119	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	STRICKLAND	CONTAINER	1S13SC330SB699128	GEORGIA				
NEWELL TRANSPORTATION LLC	1995	TRAILER	STRICKLAND	CONTAINER	1S13SC332SB699129	GEORGIA				
				CAR HAULERS						
NEWELL TRANSPORTATION LLC	2007	TRAILER	KAUFMAN	**UNK**	15XFW50327L001877	GEORGIA				
				OTHER TRAILER						
Newell Recycling LLC.	2008	TRAILER	CARRY ON	**7 x 14 CARGO**	4YMCL14238G014772	GEORGIA				
NEWLL TRANPSPORTATION LLC	2007		P.J. Mfg	IY GOOSENECK	4P5FS252471090502	GEORGIA				
				UNBUILT CHASSIS'S						
NEWELL TRANSPORTATION LLC	1987	TRAILER	GREAT DANE	GPS45	1GRDM9021HM015127	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1985	TRAILER	GREAT DANE	GPHS-45	1GRDM9029FM001806	GEORGIA				
NEWELL TRANSPORTATION LLC	1993	TRAILER	GDAN	DROP FRAME	1GRDM9629PM042601	GEORGIA				
NEWELL RECYCLING OF ATLANTA	2001	TRAILER	STOUGHTON	CHASIS FLATBED	1DW1C48211E479715	GEORGIA				
Newell Recycling LLC.	1987		GREAT DANE	45' FB TRL	1GRDM9020HM015104	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GDAN	GPS45	1GRDM9024HM015123	GEORGIA				
NEWELL TRANSPORTATION LLC	1987	TRAILER	GDAN	GPS45	1GRDM9026HM015124	GEORGIA				
NEWELL RECYCLING OF ATLANTA	1987	TRAILER	GREAT DANE	GPS45	1GRDM9020HM015135	GEORGIA				
Newell Recycling LLC.	1984	TRL	DOR	1DTP	1DTP16W21EPD17435	S. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	DGTW1	1DTP16W29EP017425	S. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	d6tw	1DTP16W25EP017440	S. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	D6TW	1DTP16W25EP017437	S. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	DGTW	1DTP16W24EP017428	S. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	DGTW1	1DTP16W27EP017424	S. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	D6TW	1DTP16W20EP017443	S. CAROLINA				
Newell Recycling LLC.	1983	TL	DORS		1DTP16T29DP016004	N. CAROLINA				
Newell Recycling LLC.	1984	TRL	DOR	DGTW	1DTP16W22EP017430	S. CAROLINA				
Newell Recycling LLC.	1985	TRAILER	GREAT DANE	GPHS-45	1GRDM9020FM001807	GEORGIA				

Borrower/Owner	Model & Model Year	STB Registration Number		Registered with Surface Transportation Board	Notes/Status	ID #
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				1
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				2
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				3
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				4
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				5
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				6
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				7
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				8
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				9
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				10
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				11
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				12
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				13
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				14
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				15
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				16
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				17
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				18
Newell Recycling LLC.	59-6' Cube Gondola Car	NELX 1				19
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				102
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				104
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				106
Newell Recycling LLC.	46-11' Cube Gondola Car	NELX 1				110
Newell Recycling LLC.	52-6' Cube Gondola Car	NELX 1				111
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				112
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				113
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				114
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				115
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				116
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				117
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				118
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				119
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				120
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				121
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				122
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				123
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				124
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				125
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				126
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				127
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				128
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				129
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				130
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				131
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				132
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				133
Newell Recycling LLC.	44' Cube Gondola Car	NELX 1				134

ANNEX 1 TO GUARANTY AND SECURITY AGREEMENT
FORM OF JOINDER

Joinder No. ____ (this "Joinder"), dated as of _____ 20___, to the Guaranty and Security Agreement, dated as of January 4, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, "Grantors" and each, individually, a "Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 4, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Newell Recycling of Atlanta, Inc., a Texas corporation ("Newell Atlanta"), and the other Persons that are or become a party thereto as borrowers (Newell Atlanta and such other Persons, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the Guarantors party thereto from time to time, the lenders party thereto (the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*; and

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce the Lender Group and the Bank Product Providers to make certain financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements; and

WHEREAS, pursuant to Section 5.11 of the Credit Agreement and Section 26 of the Guaranty and Security Agreement, certain Subsidiaries of the Loan Parties, must execute and deliver certain Loan Documents, including the Guarantor and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor or Grantors (collectively, the "New Grantors") may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers; and

WHEREAS, each New Grantor (a) is [an Affiliate] [a Subsidiary] of a Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group or the Bank Product Providers and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents and the Bank Product Agreements;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 26 of the Guaranty and Security Agreement, each New Grantor, by its signature below, becomes a "Grantor" and "Guarantor" under the Guaranty and Security Agreement with the same force and effect as if originally named therein as a "Grantor" and "Guarantor" and each New Grantor hereby (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a "Grantor" or "Guarantor" thereunder and (b)

represents and warrants that the representations and warranties made by it as a "Grantor" or "Guarantor" thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor hereby (a) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guarantied Obligations, and (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor's right, title and interest in and to the Collateral. Each reference to a "Grantor" or "Guarantor" in the Guaranty and Security Agreement shall be deemed to include each New Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

2. Schedule 1, "Commercial Tort Claims", Schedule 2, "Copyrights", Schedule 3, "Intellectual Property Licenses", Schedule 4, "Patents", Schedule 5, "Pledged Companies", Schedule 6, "Trademarks", Schedule 7, Name; Chief Executive Office; Tax Identification Numbers and Organizational Numbers, Schedule 8, "Owned Real Property", Schedule 9, "Deposit Accounts and Securities Accounts", Schedule 10, "Controlled Account Banks", Schedule 11, "List of Uniform Commercial Code Filing Jurisdictions", and Schedule 12, "Rolling Stock and Railcars" attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, Schedule 10, Schedule 11, and Schedule 12 respectively, to the Guaranty and Security Agreement and shall be deemed a part thereof for all purposes of the Guaranty and Security Agreement.

3. Each New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments thereto (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction in connection with the Loan Documents.

4. Each New Grantor represents and warrants to Agent, the Lender Group and the Bank Product Providers that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

6. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET

FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTORS:

[NAME OF NEW GRANTOR]

By: _____
Name:
Title:

[NAME OF NEW GRANTOR]

By: _____
Name:
Title:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title:

EXHIBIT A

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made this ___ day of _____, 20__, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 4, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and Newell Recycling of Atlanta, Inc., a Texas corporation ("Newell Atlanta"), and the other Persons that are or become a party thereto as borrowers (Newell Atlanta and such other Persons, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the Guarantors party thereto from time to time, the lenders party thereto (the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 4, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Copyright 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Copyright Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Copyright Collateral"):

(a) all of such Grantor's Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Copyright Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent prior written notice of no less than five (5) Business Days before filing any additional application for registration of any copyright and prompt notice in writing of any additional copyright registrations granted therefor after the date hereof. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Copyright Security Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement is a Loan Document. This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. Any party delivering an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Copyright Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Copyright Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NEWELL RECYCLING OF ATLANTA, INC., a Texas corporation
NEWELL TRANSPORTATION, LLC, a Georgia limited liability company
NEWELL BROKERAGE, LLC, a Georgia limited liability company
NEWELL RECYCLING OF MACON, LLC, a Georgia limited liability company
NEWELL RECYCLING OF GWINNETT, LLC, a Georgia limited liability company
NEWELL INVESTMENTS, LLC, a Georgia limited liability company
NEWELL PROPERTIES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF CONYERS, LLC, a Georgia limited liability company
NEWELL SAVANNAH, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF SAVANNAH, LLC)
NEWELL RECYCLING OF LAVONIA, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF ELBERTON, LLC)
NEWELL RECYCLING OF DOUGLAS COUNTY, LLC, a Georgia limited liability company
NEWELL RECYCLING OF AUGUSTA LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF AUGUSTA, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF EAST CONYERS LLC, a Georgia limited liability company
NEWELL RECYCLING OF TUCKER, LLC, a Georgia limited liability company
NEWELL RECYCLING OF COLUMBUS, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SAVANNAH, LLC, a Georgia limited liability company
NEWELL RECYCLING OF STATESBORO, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF BULLOCH COUNTY, LLC; formerly known as NEWELL RECYCLING OF STEPHENS COUNTY, LLC)
SOUTHERN PIK-A-PART OF COLUMBUS, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF LAVONIA, LLC, a Georgia limited liability company
NEWELL DIRECT, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ROME, LLC, a Georgia limited liability company
NEWELL EQUIPMENT LEASING, LLC, a Georgia limited liability company
NEWELL RECYCLING, LLC, a Georgia limited liability company

STACKS MALLORY, LLC, a Georgia limited liability company
NEWELL SECURITY, LLC, a Georgia limited liability company
NEWELL HOLDING, LLC, a Georgia limited liability company
TECH RECYCLING, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ALLENDALE, LLC, a Georgia limited liability company
PIEDMONT RECYCLING GROUP, LLC, a Georgia limited liability company
NEWELL EXPORTS, LLC, a Georgia limited liability company
MARTIN STREET PROPERTY, LLC, a Georgia limited liability company
NEWELL SERVICES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART, LLC, a Georgia limited liability company

By: _____
Robert O. Ward, Authorized Representative

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title:

[SIGNATURE PAGE TO COPYRIGHT SECURITY AGREEMENT - 3]

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Grantor	Country	Copyright	Registration No.	Registration Date

Copyright Licenses

EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this ___ day of _____, 20__, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 4, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Newell Recycling of Atlanta, Inc., a Texas corporation ("Newell Atlanta"), and the other Persons that are or become a party thereto as borrowers (Newell Atlanta and such other Persons, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the Guarantors party thereto from time to time, the lenders party thereto (the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 4, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NEWELL RECYCLING OF ATLANTA, INC., a Texas corporation
NEWELL TRANSPORTATION, LLC, a Georgia limited liability company
NEWELL BROKERAGE, LLC, a Georgia limited liability company
NEWELL RECYCLING OF MACON, LLC, a Georgia limited liability company
NEWELL RECYCLING OF GWINNETT, LLC, a Georgia limited liability company
NEWELL INVESTMENTS, LLC, a Georgia limited liability company
NEWELL PROPERTIES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF CONYERS, LLC, a Georgia limited liability company
NEWELL SAVANNAH, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF SAVANNAH, LLC)
NEWELL RECYCLING OF LAVONIA, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF ELBERTON, LLC)
NEWELL RECYCLING OF DOUGLAS COUNTY, LLC, a Georgia limited liability company
NEWELL RECYCLING OF AUGUSTA LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF AUGUSTA, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF EAST CONYERS LLC, a Georgia limited liability company
NEWELL RECYCLING OF TUCKER, LLC, a Georgia limited liability company
NEWELL RECYCLING OF COLUMBUS, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SAVANNAH, LLC, a Georgia limited liability company
NEWELL RECYCLING OF STATESBORO, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF BULLOCH COUNTY, LLC; formerly known as NEWELL RECYCLING OF STEPHENS COUNTY, LLC)
SOUTHERN PIK-A-PART OF COLUMBUS, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF LAVONIA, LLC, a Georgia limited liability company
NEWELL DIRECT, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ROME, LLC, a Georgia limited liability company
NEWELL EQUIPMENT LEASING, LLC, a Georgia limited liability company

NEWELL RECYCLING, LLC, a Georgia limited liability company

STACKS MALLORY, LLC, a Georgia limited liability company
NEWELL SECURITY, LLC, a Georgia limited liability company
NEWELL HOLDING, LLC, a Georgia limited liability company
TECH RECYCLING, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ALLENDALE, LLC, a Georgia limited liability company
PIEDMONT RECYCLING GROUP, LLC, a Georgia limited liability company
NEWELL EXPORTS, LLC, a Georgia limited liability company
MARTIN STREET PROPERTY, LLC, a Georgia limited liability company
NEWELL SERVICES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART, LLC, a Georgia limited liability company

By: _____
Robert O. Ward, Authorized Representative

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title:

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date

Patent Licenses

EXHIBIT C

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____ __, 20___ (this "Pledged Interests Addendum"), is delivered pursuant to Section 7 of the Guaranty and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Guaranty and Security Agreement, dated as of January 4, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), made by the undersigned, together with the other Grantors named therein, to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Agent in the Guaranty and Security Agreement and any pledged company set forth on Schedule I shall be and become a "Pledged Company" under the Guaranty and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guaranty and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____]

By: _____
Name:
Title:

[SIGNATURE PAGE TO PLEDGED INTERESTS ADDENDUM]

SCHEDULE I

TO

PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.

EXHIBIT D

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this ___ day of _____, 20__, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 4, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and Newell Recycling of Atlanta, Inc., a Texas corporation ("Newell Atlanta"), and the other Persons that are or become a party thereto as borrowers (Newell Atlanta and such other Persons, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the Guarantors party thereto from time to time, the lenders party thereto (the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 4, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NEWELL RECYCLING OF ATLANTA, INC., a Texas corporation
NEWELL TRANSPORTATION, LLC, a Georgia limited liability company
NEWELL BROKERAGE, LLC, a Georgia limited liability company
NEWELL RECYCLING OF MACON, LLC, a Georgia limited liability company
NEWELL RECYCLING OF GWINNETT, LLC, a Georgia limited liability company
NEWELL INVESTMENTS, LLC, a Georgia limited liability company
NEWELL PROPERTIES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF CONYERS, LLC, a Georgia limited liability company
NEWELL SAVANNAH, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF SAVANNAH, LLC)
NEWELL RECYCLING OF LAVONIA, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF ELBERTON, LLC)
NEWELL RECYCLING OF DOUGLAS COUNTY, LLC, a Georgia limited liability company
NEWELL RECYCLING OF AUGUSTA LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF AUGUSTA, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF EAST CONYERS LLC, a Georgia limited liability company
NEWELL RECYCLING OF TUCKER, LLC, a Georgia limited liability company
NEWELL RECYCLING OF COLUMBUS, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SAVANNAH, LLC, a Georgia limited liability company
NEWELL RECYCLING OF STATESBORO, LLC, a Georgia limited liability company (formerly known as NEWELL RECYCLING OF BULLOCH COUNTY, LLC; formerly known as NEWELL RECYCLING OF STEPHENS COUNTY, LLC)
SOUTHERN PIK-A-PART OF COLUMBUS, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF LAVONIA, LLC, a Georgia limited liability company
NEWELL DIRECT, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ROME, LLC, a Georgia limited liability company
NEWELL EQUIPMENT LEASING, LLC, a Georgia limited liability company
NEWELL RECYCLING, LLC, a Georgia limited liability company

STACKS MALLORY, LLC, a Georgia limited liability company
NEWELL SECURITY, LLC, a Georgia limited liability company
NEWELL HOLDING, LLC, a Georgia limited liability company
TECH RECYCLING, LLC, a Georgia limited liability company
NEWELL RECYCLING OF ALLENDALE, LLC, a Georgia limited liability company
PIEDMONT RECYCLING GROUP, LLC, a Georgia limited liability company
NEWELL EXPORTS, LLC, a Georgia limited liability company
MARTIN STREET PROPERTY, LLC, a Georgia limited liability company
NEWELL SERVICES, LLC, a Georgia limited liability company
NEWELL RECYCLING OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART OF SWAINSBORO, LLC, a Georgia limited liability company
SOUTHERN PIK-A-PART, LLC, a Georgia limited liability company

By: _____
Robert O. Ward, Authorized Representative

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses