

02-27-2004

2-27-04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Browning-Ferris Industries, Inc.

2-27-04

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 02/20/2004

2. Name and address of receiving party(ies)
 Name: JPMorgan Chase Bank, as Collateral Trustee
 Internal Address:
 Address:
 Street Address: 270 Park Avenue
 City: New York State: NY Zip: 10017

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Please see attached Schedule I.

B. Trademark Registration No.(s)
 Please see attached Schedule I.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Penelope Agodoa
 Internal Address: Federal Research Corporation
 Street Address: 1030 15th Street, NW
 Suite 920
 City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angela Cioffi
 Name of Person Signing

Angela Cioffi
 Signature

2/26/2004
 Date

Total number of pages including cover sheet, attachments, and document: 8

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002919 FRAME: 0487

Continuation of Item 4

Schedule I

Trademark Owned by Browning-Ferris Industries, Inc.

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number (App. No.)</u>	<u>Registration Number</u>
Browning-Ferris Industries, Inc.	BFI	73630248	1446809

TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2004 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), among ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("AWNA"), each Subsidiary of AWNA listed on Schedule I hereto (each such Subsidiary individually, a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors") and JPMORGAN CHASE BANK, as Collateral Trustee (the "Collateral Trustee").

Reference is made to the Shared Collateral Security Agreement dated as of July 30, 1999 and amended and restated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Shared Collateral Security Agreement"), among AWNA, each Subsidiary of AWNA listed on Schedule I thereto, and the Collateral Trustee. The Lenders have agreed to make Loans to AWNA, and the Issuing Banks have agreed to issue Letters of Credit for the account of AWNA, pursuant to, and upon the terms and conditions specified in, the Credit Agreement dated as of July 30, 1999, as amended and restated as of August 20, 2003, as further amended and restated as of November 20, 2003 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"). AWNA and the Subsidiary Grantors will derive substantial benefits from the extension of credit to AWNA pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Shared Collateral Security Agreement. The rules of construction specified in Section 1.01 of the Shared Collateral Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Subsidiary Grantor, pursuant to the Shared Collateral Security Agreement, did heretofore assign and pledge, and does hereby further assign and pledge, to the Collateral Trustee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Grantor or in which such Subsidiary Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or

renewals thereof, including, without limitation, those listed on Schedule II hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

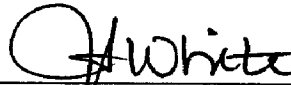
(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Shared Collateral Security Agreement. The security interests granted to the Collateral Trustee herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Trustee pursuant to the Shared Collateral Security Agreement. Each Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the Trademark Collateral are more fully set forth in the Shared Collateral Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Shared Collateral Security Agreement, the terms of the Shared Collateral Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIED WASTE NORTH AMERICA,
INC.,

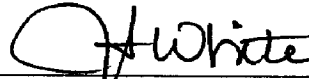
by



Name: Jo Lynn White
Title: Assistant Secretary

EACH OF THE SUBSIDIARY
GRANTORS LISTED ON SCHEDULE I
HERETO,

by



Name: Jo Lynn White
Title: Secretary

JPMORGAN CHASE BANK, as
Collateral Trustee,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIED WASTE NORTH AMERICA,
INC.,

by

Name:
Title:

EACH OF THE SUBSIDIARY
GRANTORS LISTED ON SCHEDULE I
HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, as
Collateral Trustee,

by



Name:
Title:

**ROBERT T. SACKS
MANAGING DIRECTOR**

Schedule I

Subsidiary Grantors

Browning-Ferris Industries, Inc.

Schedule II

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number (App. No.)</u>	<u>Registration Number</u>
Browning-Ferris Industries, Inc.	BFI	73630248	1446809

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