TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Waste North America, Inc.		02/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	109410	
Registration Number:	109411	
Registration Number:	109412	

CH $90.00 109410

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

Date:	02/16/2005

Total Attachments: 7
source=321726#page1.tif
source=321726#page2.tif
source=321726#page3.tif
source=321726#page4.tif
source=321726#page5.tif
source=321726#page6.tif
source=321726#page7.tif

Schedule I

Registered Owner	**Mark**	**Serial Number (App. No.)**	**Registration Number**
Allied Waste North America, Inc.	AW (logo)	N/A	109410
Allied Waste North America, Inc.	Allied Waste Services	N/A	109411
Allied Waste North America, Inc.	Allied Waste Services & AW (logo)	N/A	109412

TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2005 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), between ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("AWNA") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Non-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 "Non-Shared Collateral Security Agreement"), among AWNA, each Subsidiary of AWNA listed on Schedule I thereto, and the Collateral Agent. 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 further amended and restated as of March 30, 2004 and as further amended as of June 16, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"). 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 Non-Shared Collateral Security Agreement. The rules of construction specified in Section 1.01 of the Non-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, AWNA, pursuant to the Non-Shared Collateral Security Agreement, did heretofore assign and pledge, and does hereby further assign and pledge, to the Collateral Agent, 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 AWNA or in which AWNA 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 I 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. Non-Shared Collateral Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Non-Shared Collateral Security Agreement. AWNA hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Non-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 Non-Shared Collateral Security Agreement, the terms of the Non-Shared Collateral Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name:
Title:

[[NYCORP:2472847v2:4457B:02/01/05--10:06 a]]

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:

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name: ROBERT T. SACKS
Title: MANAGING DIRECTOR

[[NYCORP:2472847v2:4457B:02/01/05--10:06 a]]

Schedule I

Registered Owner	Mark	Serial Number (App. No.)	Registration Number
Allied Waste North America, Inc.	AW (logo)	N/A	109410
Allied Waste North America, Inc.	Allied Waste Services	N/A	109411
Allied Waste North America, Inc.	Allied Waste Services & AW (logo)	N/A	109412

[[NYCORP:2472847v2:4457B:02/01/05--10:06 a]]