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
SYNAGRO-WWT, INC.		06/08/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. Tryon Street
Internal Address:	15th Floor, NC1-001-15-02
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1760880	ALLGRO
Registration Number:	1710537	BIO FIX
Registration Number:	1814271	BIO GRO
Registration Number:	1815282	BIO GRO SYSTEMS
Registration Number:	1577046	BIO GRO SYSTEMS
Registration Number:	1721256	BIO LIME
Registration Number:	2010130	GRANULITE
Registration Number:	1577047	
Registration Number:	1717492	PELLETECH
Registration Number:	2087247	VITAL-CYCLE

CH $265.00 1760880

CORRESPONDENCE DATA

Fax Number: (202)639-7003

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	202-639-7352
Email:	davidmi@ffhsj.com
Correspondent Name:	Michael David
Address Line 1:	1001 Pennsylvania Avenue, N.W.
Address Line 2:	8th Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Michael David
Signature:	/Michael David/
Date:	06/30/2005

Total Attachments: 5
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Grant of Security Interest
in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SYNAGRO-WWT, INC., a Delaware Corporation (the "Grantor"), having its chief executive office at 1800 Bering Drive, Suite 1000, Houston, Texas 77057, c/o Synagro Technologies, Inc., hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 101 N. Tryon Street, 15th Floor, NC1-001-15-02, Charlotte, North Carolina 28255, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(i) each Patent License, including each Patent License listed on Schedule A hereto;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iii) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iv) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of June __, 2005, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of _____, 20__.

SYNAGRO-WWT, INC., as Grantor

By: Alvin L. Thomas
Name: Alvin L. Thomas II
Title: Vice President and Secretary

BANK OF AMERICA, N.A., as Collateral Agent, as Grantee

By: _____
Name:
Title:

STATE OF Texas
County OF Harris

The foregoing instrument was acknowledged before me this 8 day of June, 2005 by Alvin L. Thomas as Vice President of SYNAGRO-WWT, INC., a Delware corporation, on behalf of SYNAGRO-WWT, INC.

My commission expires:

Notarial Seal

SHAUNA MARIE BROWN
MY COMMISSION EXPIRES
April 15, 2009

Shauna Marie Brown
Notary Public

TRADEMARK
REEL: 003114 FRAME: 0389

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of _____, 20__.

SYNAGRO-WWT, INC., as Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent, as Grantee

By: _____
Name: LILIANA CLAAR
Title: Vice President

STATE OF _____

_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of SYNAGRO-WWT, INC., a Delware corporation, on behalf of SYNAGRO-WWT, INC.

My commission expires:

Notarial Seal

_____
Notary Public

TRADEMARK
REEL: 003114 FRAME: 0390

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Issue Date	Issue Title	Inventor	Country	Patent Holder
2,169,388	09/12/2000	Method for Alkaline Treatment of Sewage Sludge for Beneficial Use	Mark J. Girovich Donald Clark	Canada	Synagro-WWT, Inc.
5,435,923	07/25/1995	Method and Apparatus for the Treatment of Sewage Sludge and the Like	Mark J. Girovich	U.S.	Synagro-WWT, Inc.
5,069,801	12/03/1991	Indirect Heat Drying and Simultaneous Pelletization of Sludge	Mark J. Girovich	U.S.	Synagro-WWT, Inc
5,259,977	11/09/1993	Method and Apparatus for the Treatment of Sewage Sludge and the Like	Mark Girovich	U.S.	Synagro-WWT, Inc
5,679,262	10/21/1997	Method for Alkaline Treatment of Sewage Sludge for Beneficial Use	Mark Girovich	U.S.	Synagro-WWT, Inc

PATENT LICENSES

Licensor	Licensee	Patent Number(s)	Issue Date
	Synagro-WWT, Inc.	6,368,849	04/09/2002

TRADEMARKS

Registration No.	Country	Issue Date	Mark
1,760,880	U.S.	03/30/1993	All Grow (Drawing)
1,710,537	U.S.	08/25/1992	BIO FIX
TMA424882	Canada	03/11/1994	BIO FIX
1,814,271	U.S.	12/28/1993	BIO GRO
1,815,282	U.S.	01/04/1994	Bio Grow Systems (Drawings)
1,577,046	U.S.	01/09/1990	Bio Gro Systems
1,721,256	U.S.	10/06/1992	BIO LIME
2,010,130	U.S.	10/22/1996	GRANULITE
1,577,047	U.S.	01/09/1990	Drawing
1,717,492	U.S.	09/22/1992	PELLETECH
2,087,247	U.S.	08/12/1997	VITAL-CYLE[1]

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark

TRADEMARK LICENSES

Grantor	Serial or Registration No.	Country	Issue or Filing Date	Mark

[1] The Company plans to merge Synagro of Texas – Vital-Cycle, Inc. with and into Synagro-WWT, Inc.