

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VALET WASTE, LLC		01/24/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.		
<b>Street Address:</b>	222 North LaSalle Street, 16th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2535755	TRASH VALET	
Registration Number:	2402809	VALET WASTE, INC.	
Registration Number:	2304286		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125778348		
<b>Email:</b>	rakhee.verma@kattenlaw.com		
<b>Correspondent Name:</b>	Rakhee Verma c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe, Suite 1800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	215434-00176		
<b>NAME OF SUBMITTER:</b>	Rakhee Verma		

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Signature:	/Rakhee Verma/
Date:	02/28/2006
Total Attachments: 5 source=TMSecAgmnt#page1.tif source=TMSecAgmnt#page2.tif source=TMSecAgmnt#page3.tif source=TMSecAgmnt#page4.tif source=TMSecAgmnt#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of January 24, 2006, by VALET WASTE, LLC, a Delaware limited liability company ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Oakleaf Waste Management, Inc., a Delaware corporation, as a borrower, the other borrowers party thereto (collectively, the "Borrowers") and Lenders are parties to a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Guaranty dated as of July 19, 2006 by and among Oakleaf Holdings, Inc., a Delaware corporation ("Holdings"), Grantor and Grantee (as the same has been and may hereafter be amended or otherwise modified from time to time, the "Guaranty"), Grantor has agreed to guaranty the payment, performance and observance of the Obligations under the Credit Agreement;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of July 19, 2006 by and among Holdings, Grantor and Grantee (as the same has been and may hereafter be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

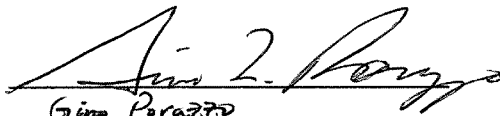
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**VALET WASTE, LLC**, a Delaware limited liability company

By:   
Name: Jim Parazzo  
Title: CEO

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**VALET WASTE, LLC**, a Delaware limited liability company


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:  \_\_\_\_\_

Name: Mike Kriz

Title: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Trash Valet	2,535,755	2/5/2002
Valet Waste, Inc.	2,402,809	11/7/2000
Design Only	2,304,286	12/28/1999