

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Waste North America, Inc.		02/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3001868	AW	
Registration Number:	3001888	ALLIED WASTE	
Registration Number:	3008823	GUS	
Registration Number:	3027727	GARBAGE GUS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	carey.lening@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Carey Lening		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	353764		
NAME OF SUBMITTER:	Carey Lening		

CH \$115.00 3001868

Signature:	/cni/
Date:	03/14/2006
Total Attachments: 6 source=353764#page1.tif source=353764#page2.tif source=353764#page3.tif source=353764#page4.tif source=353764#page5.tif source=353764#page6.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Allied Waste North America, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 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: 02/28/2006

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal

Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

Individual(s) citizenship _____

Association_National _____

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)

B. Trademark Registration No.(s)

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: Carey Lening

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:

4

7. Total fee (37 CFR 3.41).....\$ _____

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.

Jared Policicchio

Name of Person Signing

Signature

03/13/2006

Date

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

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

TRADEMARK SECURITY AGREEMENT, dated as of February 28 2006 (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 21, 1999 and amended and restated as of March 21, 2005 (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.

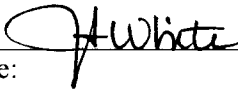
SECTION 3. Non-Shared Collateral Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Non-Shared Collateral Security Agreement. AUNA hereby acknowledges 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:
Title:

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

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.,

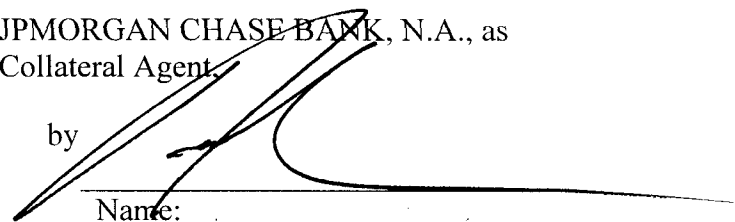
by

Name:

Title:

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

by



Name:

Title: **ROBERT T. SACKS**
MANAGING DIRECTOR

Schedule I

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number (App. No.)</u>	<u>Registration Number</u>
Allied Waste North America, Inc.	AW (black & white logo)	78470226	3001868
Allied Waste North America, Inc.	Allied Waste (word mark)	78470874	3001888
Allied Waste North America, Inc.	Garbage Gus (logo)	78472789	3008823
Allied Waste North America, Inc.	Garbage Gus	78470495	3027727