

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oakleaf Global Holdings, Inc.		12/26/2007	CORPORATION: DELAWARE
OGH Acquisition Corporation		12/26/2007	CORPORATION: DELAWARE
Oakleaf Holdings, Inc.		12/26/2007	CORPORATION: DELAWARE
Oakleaf Waste Management, Inc.		12/26/2007	CORPORATION: DELAWARE
Oakleaf Waste Management, LLC		12/26/2007	LIMITED LIABILITY COMPANY: CONNECTICUT
Valet Waste, LLC		12/26/2007	LIMITED LIABILITY COMPANY: DELAWARE
Alliance Management Services, Inc.		12/26/2006	CORPORATION: NEW JERSEY
Greenleaf International, Inc.		12/26/2007	CORPORATION: ARIZONA
Greenleaf Compaction, Inc.		12/26/2007	CORPORATION: ARIZONA
Greenleaf Compaction of America, LLC		12/26/2007	LIMITED LIABILITY COMPANY: NEVADA
International Environmental Management, Inc.		12/26/2007	CORPORATION: GEORGIA
Infinity Management Corp.		12/26/2007	CORPORATION: GEORGIA
Camalot Service Company, LLC		12/26/2007	LIMITED LIABILITY COMPANY: GEORGIA
On-Site Recycling, LLC		12/26/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Island Branch, As Collateral Agent		
Street Address:	Eleven Madison Avenue		
Internal Address:	Attn: Agency Group		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 9			

CH \$240.00 3175895

900095666

TRADEMARK
REEL: 003690 FRAME: 0649

Property Type	Number	Word Mark
Registration Number:	3175895	OAKLEAF WASTE OUTSOURCING DONE RIGHT
Registration Number:	3113577	THE TIRE SHARK
Registration Number:	2577061	GREENLEAF COMPACTION INC.
Serial Number:	78909003	HAMMER HEAD
Registration Number:	2535755	TRASH VALET
Registration Number:	2402809	VALET WASTE, INC.
Registration Number:	2304286	
Serial Number:	78607398	IEM
Serial Number:	78940821	TRASH BEE GONE

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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

Phone: 212-735-3000

Email: elisha.sakur@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: John Ubani

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2100
NAME OF SUBMITTER:	John Ubani
Signature:	/John Ubani Jr/
Date:	01/07/2008

Total Attachments: 10

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

source=Trademark Security Agreement#page9.tif

source=Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT dated as of December 26, 2007 (this "**Agreement**"), among OAKLEAF GLOBAL HOLDINGS, INC., a Delaware corporation (the "**Borrower**"), OGH ACQUISITION CORPORATION, a Delaware corporation ("**Holdings**"), the Subsidiaries of Holdings listed on Schedule I hereto and CREDIT SUISSE, acting through its Cayman Islands Branch, as collateral agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Holdings, the Borrower, the Lenders party thereto, the Collateral Agent and the other Grantors party thereto from time to time, and (b) the Credit Agreement dated as of December 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and the Subsidiaries are affiliates of Holdings, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the 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 Grantor hereby assigns and pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in 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 Grantor or in which such 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 or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "**Trademarks**");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all Proceeds, products, rents, and profits of the Trademarks;
- (d) extensions, renewals and amendments to the Trademarks; and
- (e) rights to sue for past, present and future infringements, dilutions or other violations of the Trademarks.

but excluding in all cases any intent-to-use United States trademark application unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, to the extent that granting the Security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. 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 Security Agreement. Each Grantor 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 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

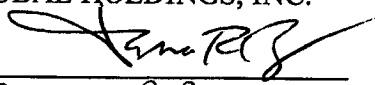
SECTION 5. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY HERETO).

[Remainder of this page intentionally left blank]

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

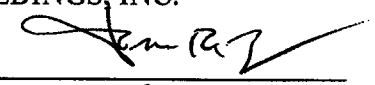
OAKLEAF GLOBAL HOLDINGS, INC.

By: 
Name: James R. Barnes
Title: President

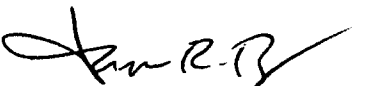
OGH ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____


OAKLEAF HOLDINGS, INC.

By: 
Name: James R. Barnes
Title: President

OAKLEAF WASTE MANAGEMENT,
INC.

By: 
Name: James R. Barnes
Title: President

OAKLEAF WASTE MANAGEMENT,
LLC

By: 
Name: James R. Barnes
Title: President

VALET WASTE, LLC

By: _____
Name: _____
Title: _____

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

OAKLEAF GLOBAL HOLDINGS, INC.

By: _____
Name:
Title:

OGH ACQUISITION CORPORATION

By: STB. 1/8
Name:
Title:

OAKLEAF HOLDINGS, INC.

By: _____
Name:
Title:

OAKLEAF WASTE MANAGEMENT,
INC.

By: _____
Name:
Title:

OAKLEAF WASTE MANAGEMENT,
LLC

By: _____
Name:
Title:

VALET WASTE, LLC

By: _____
Name:
Title:

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

OAKLEAF GLOBAL HOLDINGS, INC.

By: _____
Name:
Title:

OGH ACQUISITION CORPORATION

By: _____
Name:
Title:

OAKLEAF HOLDINGS, INC.

By: _____
Name:
Title:

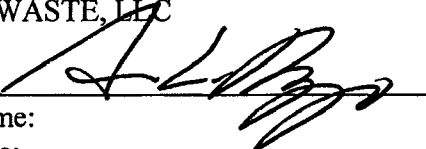
OAKLEAF WASTE MANAGEMENT,
INC.

By: _____
Name:
Title:

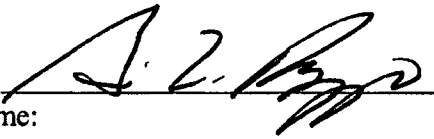
OAKLEAF WASTE MANAGEMENT,
LLC

By: _____
Name:
Title:

VALET WASTE, LLC

By:  _____
Name:
Title:

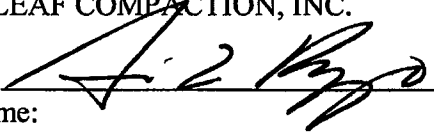
ALLIANCE MANAGEMENT SERVICES,
INC.

By: 
Name:
Title:

GREENLEAF INTERNATIONAL, INC.

By: 
Name:
Title:

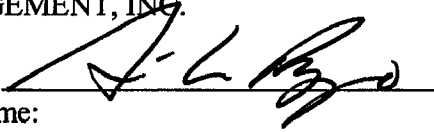
GREENLEAF COMPACTION, INC.

By: 
Name:
Title:

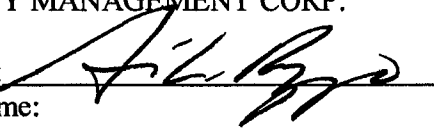
GREENLEAF COMPACTION OF
AMERICA, LLC

By: 
Name:
Title:

INTERNATIONAL ENVIRONMENTAL
MANAGEMENT, INC.

By: 
Name:
Title:

INFINITY MANAGEMENT CORP.

By: 
Name:
Title:

CAMALOT SERVICE COMPANY, LLC

By: 

Name:

Title:

ON-SITE RECYCLING, LLC

By: 

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, AS COLLATERAL AGENT,

By: _____

Name:

Title:

By: _____

Name:

Title:

CAMALOT SERVICE COMPANY, LLC

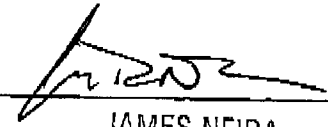
By: _____
Name:
Title:

ON-SITE RECYCLING, LLC

By: _____
Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, AS COLLATERAL AGENT,

By: 
Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Name: JAMES NEIRA
Title: ASSOCIATE

SCHEDULE I

Subsidiaries

Oakleaf Holdings, Inc.
Oakleaf Waste Management, Inc.
Oakleaf Waste Management, LLC
Greenleaf Compaction, Inc.
Greenleaf International, Inc.
Greenleaf Compaction of America, LLC
Valet Waste, LLC
International Environmental Management, Inc.
Infinity Management Corp.
Camalot Service Company, LLC
On-Site Recycling, LLC
Alliance Management Services, Inc.

SCHEDULE II**Trademark Registrations**

Trademark	Registration Number (Application Number)	Owner
OAKLEAF WASTE OUTSOURCING DONE RIGHT (and Design)	3,175,895	Oakleaf Waste Management, Inc.
THE TIRE SHARK	3,113,577	Oakleaf Waste Management, Inc.
GREENLEAF COMPACTION INC.	2,577,061	Greenleaf Compaction, Inc.
HAMMER HEAD	(78/909,003)	Greenleaf Compaction, Inc.
TRASH VALET	2,535,755	Valet Waste, LLC
VALET WASTE, INC.	2,402,809	Valet Waste, LLC
(Design Only)	2,304,286	Valet Waste, LLC
IEM (Words only)	(78/607,398)	International Environmental Management, Inc.
TRASH BEE GONE	(78/940,821)	Oakleaf Waste Management, LLC