

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECUTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WASTE INDUSTRIES USA, INC.		05/09/2008	CORPORATION:
BLACK BEAR DISPOSAL, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
DOUGLASVILLE TRANSFER, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
DUPLIN COUNTY DISPOSAL, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
ETC OF GEORGIA, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
HAW RIVER LANDCO, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
LAURENS COUNTY LANDFILL, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
PONDEROSA LANDCO, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
RED ROCK DISPOSAL, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
RELIABLE TRASH SERVICE, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
S&S ENTERPRISES OF MISSISSIPPI, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
SAFEGUARD LANDFILL MANAGEMENT, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
SAMPSON COUNTY DISPOSAL, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
SAMPSON COUNTY PROPERTIES, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
SHAMROCK ENVIRONMENTAL SERVICES, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
TRANSWASTE SERVICES, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTECO, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WAKE COUNTY DISPOSAL, LLC		05/09/2008	LIMITED LIABILITY

TRADEMARK

			COMPANY:
WASTE INDUSTRIES, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE INDUSTRIES ATLANTA, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE INDUSTRIES LANDCO, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE SERVICES OF DECATUR, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE INDUSTRIES OF MISSISSIPPI, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE INDUSTRIES OF TENNESSEE, LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE INDUSTRIES PROPERTY CO., LLC		05/09/2008	LIMITED LIABILITY COMPANY:
WASTE SERVICES OF TENNESSEE, LLC		05/09/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	150 Fayetteville Street
Internal Address:	Suite 6000
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27601
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2292055	
Serial Number:	77093354	THINK SERVICE !

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455
 Email: jlik@shearman.com
 Correspondent Name: Sharon Herman
 Address Line 1: 599 Lexington Avenue
 Address Line 2: Shearman & Sterling LLP
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	4811/67
NAME OF SUBMITTER:	Sharon Hermnan
Signature:	/SHARON HERMAN/
Date:	05/15/2008

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated May 9, 2008, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MARLIN MERGECO INC., a North Carolina corporation, has entered into a Credit Agreement dated as of May 7, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Holdings, WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated May 7, 2008 made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated May 7, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, each of the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or

enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

- iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantors now or hereafter existing under or in respect of the Loan Documents and the Secured Hedge Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

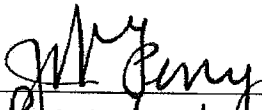
SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

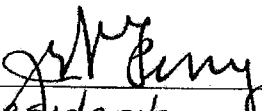
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Grantors have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

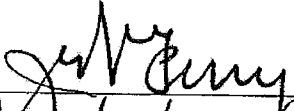
WASTE INDUSTRIES USA, INC.

By 
Title: President

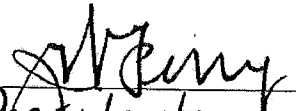
BLACK BEAR DISPOSAL, LLC

By 
Title: President

DOUGLASVILLE TRANSFER, LLC

By 
Title: President

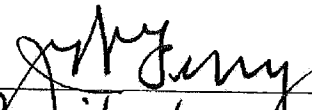
DUPLIN COUNTY DISPOSAL, LLC

By 
Title: President

ETC OF GEORGIA, LLC

By 
Title: President

HAW RIVER LANDCO, LLC

By 
Title: President

LAURENS COUNTY LANDFILL, LLC

By John Perry
Title: President

PONDEROSA LANDCO, LLC

By John Perry
Title: President

RED ROCK DISPOSAL, LLC

By John Perry
Title: President

RELIABLE TRASH SERVICE, LLC

By John Perry
Title: President

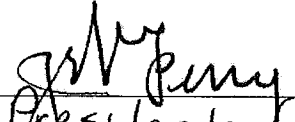
S&S ENTERPRISES OF MISSISSIPPI,
LLC

By John Perry
Title: President

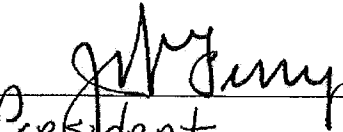
SAFEGUARD LANDFILL
MANAGEMENT, LLC

By John Perry
Title: President

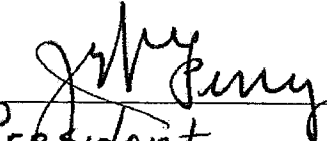
SAMPSON COUNTY DISPOSAL, LLC

By 
Title: President

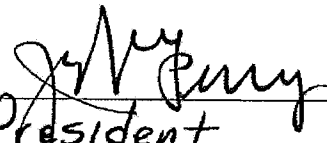
SAMPSON COUNTY PROPERTIES,
LLC

By 
Title: President


SHAMROCK ENVIRONMENTAL
SERVICES, LLC

By 
Title: President

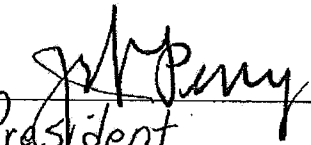
TRANSWASTE SERVICES, LLC

By 
Title: President

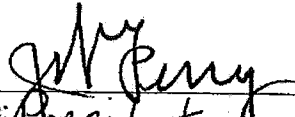
WASTECO, LLC

By 
Title: President

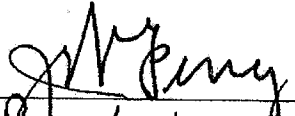
WAKE COUNTY DISPOSAL, LLC

By 
Title: President

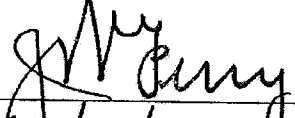
WASTE INDUSTRIES, LLC

By 
Title: President

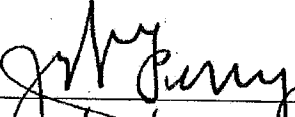
WASTE INDUSTRIES ATLANTA, LLC

By 
Title: President

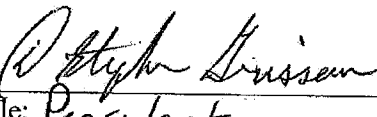
WASTE INDUSTRIES LANDCO, LLC

By 
Title: President

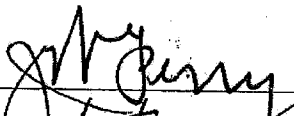
WASTE SERVICES OF DECATUR, LLC

By 
Title: President

WASTE INDUSTRIES OF MISSISSIPPI,
LLC

By 
Title: President

WASTE INDUSTRIES OF TENNESSEE,
LLC

By 
Title: President

WASTE INDUSTRIES PROPERTY CO.,
LLC

By *John Perry*
Title: *President*

WASTE SERVICES OF TENNESSEE,
LLC

By *John Perry*
Title: *President*

**Schedule A to the
Intellectual Property
Security Agreement**

PATENTS

I. Patents

None.

II. Patent Applications

None.

**Schedule B to the
Intellectual Property
Security Agreement**

TRADEMARKS

I. Trademark Registrations

Grantor	Domain Name/Mark	Country	Mark	Reg No.	Application No.	Filing Date	Issue Date
N/A	wasteindustries.com wasteindustries.net wasteind.com waste-ind.com waste-ind.net wastevpn.net boyscoutgolf.com gowwin.com i-pak.net wasteindustriesusa.com wasteindustriesusa.net wasteindustriesllc.com wasteindustriesllc.net	USA	N/A	N/A	N/A	N/A	N/A
Waste Industries Property Co., LLC	Arrow symbol	USA	#75403943	2,292,055		12/11/97	11/16/99
Waste Industries USA, Inc.	THINK SERVICE!	USA	#7793354	N/A		7/17/07	N/A

II. Service Mark Registrations

None.

III. Trademark Applications

None.

IV. Service Mark Registrations

None.

**Schedule C to the
Intellectual Property
Security Agreement**

COPYRIGHTS

I. Copyright Registrations

None.

II. Copyright Applications

None.