

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
Waste Pro USA, Inc.		02/27/2009	CORPORATION: FLORIDA
Waste Pro of Florida, Inc.		02/27/2009	CORPORATION: FLORIDA
Waste Pro of Georgia, Inc.		02/27/2009	CORPORATION: GEORGIA
Waste of South Carolina, Inc.		02/27/2009	CORPORATION: SOUTH CAROLINA
American Transportation Services, LLC		02/27/2009	LIMITED LIABILITY COMPANY: GEORGIA
American Recycling of Georgia, LLC		02/27/2009	LIMITED LIABILITY COMPANY: GEORGIA
American Recycling of Alabama, LLC		02/27/2009	LIMITED LIABILITY COMPANY: ALABAMA
American Recycling, LLC		02/27/2009	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Agent
Street Address:	280 Park Avenue, 22nd Floor East
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2655140	
Registration Number:	2649424	WASTE PRO

CORRESPONDENCE DATA

Fax Number: (617)951-8736

OP \$65.00 2655140

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

Phone: 6179518464
Email: paula.mazzeo@bingham.com
Correspondent Name: Paula A. Mazzeo
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	03/03/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 27, 2009 is made between the undersigned (individually, each the "Debtor", and collectively, the "Debtors") and Ares Capital Corporation, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Second Amendment to Senior Secured Subordinated Loan Agreement and Omnibus Amendment to Loan Documents ("Second Amendment") made as of the 27th day of February, 2009, by and among the financial institutions from time to time signatory thereto, Ares Capital Corporation, as Agent for the Lenders referred to below (in such capacity, the "Agent"), Waste Pro USA, Inc., a Florida corporation ("Holdings"), Waste Pro of Florida, Inc., a Florida corporation ("Florida"), Waste Pro of Georgia, Inc., a Georgia corporation ("Georgia"), American Transportation Services, LLC, a Georgia limited liability company ("ATS"), American Recycling of Georgia, LLC, a Georgia limited liability company ("ARG"), American Recycling of Alabama, LLC, an Alabama limited liability company ("ARA"), American Recycling, LLC, a Georgia limited liability company ("AR") and Waste Pro of South Carolina, Inc. ("SC" and together with Holdings, Florida, Georgia, ATS, AR, ARA and ARG, the "Borrowers" and each a "Borrower"), the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to amend certain terms of that certain Senior Secured Subordinated Loan Agreement dated as of November 9, 2006 (as amended and in effect from time to time, the "Loan Agreement"), by and among the Agent, the financial institutions from time to time party thereto (individually a "Lender," and collectively the "Lenders"), and the Borrowers; and

B. WHEREAS, in connection with the Loan Agreement, the Debtors and the Secured Party have executed and delivered that certain Security Agreement dated as of November 9, 2006 (whether by Joinder Agreement or otherwise) (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as consideration for entering into the Second Amendment, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to enter into the Second Amendment, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of such Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and

performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors and at the expense of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Loan Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Loan Agreement, provided that the requisite Lenders under such Loan Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 10.11(b) of the Loan Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

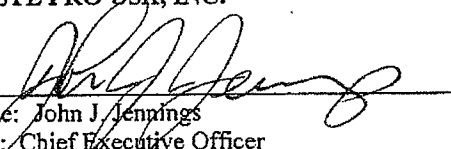
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. The law governing this Agreement shall be as set forth in the Security Agreement.

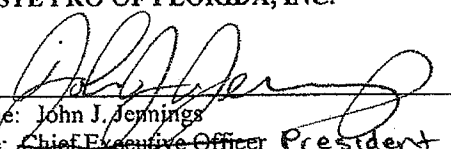
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

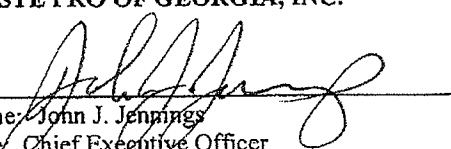
WASTE PRO USA, INC.

By: 
Name: John J. Jennings
Title: Chief Executive Officer

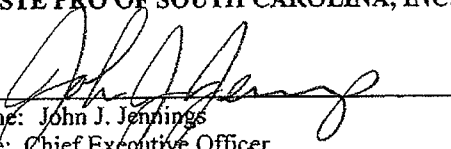
WASTE PRO OF FLORIDA, INC.

By: 
Name: John J. Jennings
Title: Chief Executive Officer President

WASTE PRO OF GEORGIA, INC.

By: 
Name: John J. Jennings
Title: Chief Executive Officer


WASTE PRO OF SOUTH CAROLINA, INC.

By: 
Name: John J. Jennings
Title: Chief Executive Officer

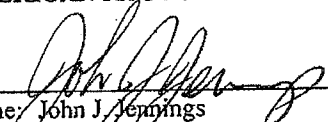
[Trademark Security Agreement]

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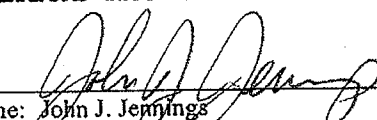
**AMERICAN TRANSPORTATION SERVICES,
LLC**

By: 
Name: John J. Jennings
Title: Chief Executive Officer

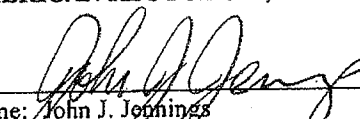
AMERICAN RECYCLING OF GEORGIA, LLC

By: 
Name: John J. Jennings
Title: Chief Executive Officer

AMERICAN RECYCLING OF ALABAMA, LLC

By: 
Name: John J. Jennings
Title: Chief Executive Officer

AMERICAN RECYCLING, LLC

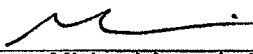
By: 
Name: John J. Jennings
Title: Chief Executive Officer

[Trademark Security Agreement]

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SECURED PARTY:

ARES CAPITAL CORPORATION, as Agent

By: 
Name: **Michael Arougheti**
Title: **President**

[Trademark Security Agreement]

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TRADEMARK
REEL: 003945 FRAME: 0335

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
[Design Only]	N/A	2655140	4/4/01	1/26/2002	Waste Pro USA, Inc.
"Waste Pro"	N/A	2649424	4/4/01	11/12/2002	Waste Pro USA, Inc.

TRADE NAMES

"Waste Pro"

"Tropical Trash"

"Wasteco"

"American Recycling"