

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWS Environmental, LLC		11/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Banking Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76010873	EAGLE	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142775675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00206		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$40.00 76010873

Date:

04/07/2009

Total Attachments: 7

source=SWSEnvironmentalSecurityAgreement#page1.tif

source=SWSEnvironmentalSecurityAgreement#page2.tif

source=SWSEnvironmentalSecurityAgreement#page3.tif

source=SWSEnvironmentalSecurityAgreement#page4.tif

source=SWSEnvironmentalSecurityAgreement#page5.tif

source=SWSEnvironmentalSecurityAgreement#page6.tif

source=SWSEnvironmentalSecurityAgreement#page7.tif

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of November 5, 2008, by and from SWS ENVIRONMENTAL, LLC (the "Assignor"), a Delaware limited liability company, whose principal address is 9701 East I-20, Eastland, Texas 76448, to and in favor of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as administrative agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Amended and Restated Loan Agreement dated as of the date hereof by and among Southern Waste Services, Inc., a Florida corporation, and SWS Environmental, LLC, a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

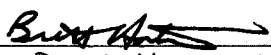
- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

SWS ENVIRONMENTAL, LLC

By: 
Name: Brett Habstritt
Title: Vice President

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

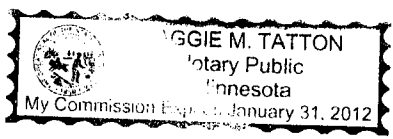
TRADEMARK
REEL: 003968 FRAME: 0327

STATE OF Minnesota)
) SS.
Hennepin COUNTY)

Brett C. Habstritt, known to me to be the
Vice President of SWS ENVIRONMENTAL,
LLC, personally came before me this 4th day of November, 2008,
and executed or acknowledged to me that he executed the foregoing Confirmatory
Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on
behalf of SWS ENVIRONMENTAL, LLC and pursuant to authority duly received.

(SEAL)

[Signature]
Notary Public, State of Minnesota
My Commission 1/31/2012



CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS


Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

[see attached list]

Exhibit A
SWS ENVIRONMENTAL, LLC – PATENTS AND DESIGNS

FILING DATE	APP. NO.	REG. NO.	REG. DATE	TITLE	INVENTOR	ASSIGNEE	STATUS
				[none]			

SWS ENVIRONMENTAL, LLC- U.S. TRADEMARKS

MARK	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
EAGLE Design 	37, 40	76/010,873	03/28/2000	2,436,277	03/13/2001