

**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
Casella Waste Systems, Inc.		07/09/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77479983	ZERO-SORT
Serial Number:	77479990	ZERO-SORT
Serial Number:	77479988	ZERO-SORT
Serial Number:	77432414	THINK SMART
Serial Number:	77432406	THINK SMART
Serial Number:	77432398	THINK SMART

**CORRESPONDENCE DATA**

Fax Number: (617)574-4112  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-574-6582  
 Email: mwright@goulstonstorrs.com  
 Correspondent Name: Melissa Schwab Wright  
 Address Line 1: 790 Boylston Street  
 Address Line 2: Apartment 18C  
 Address Line 4: Boston, MASSACHUSETTS 02199

OP \$165.00 77479983

NAME OF SUBMITTER:	Melissa Schwab Wright
Signature:	/Melissa Schwab Wright/
Date:	07/20/2009
<p><b>Total Attachments: 24</b></p> <p>source=IP Security Document (executed)#page1.tif source=IP Security Document (executed)#page2.tif source=IP Security Document (executed)#page3.tif source=IP Security Document (executed)#page4.tif source=IP Security Document (executed)#page5.tif source=IP Security Document (executed)#page6.tif source=IP Security Document (executed)#page7.tif source=IP Security Document (executed)#page8.tif source=IP Security Document (executed)#page9.tif source=IP Security Document (executed)#page10.tif source=IP Security Document (executed)#page11.tif source=IP Security Document (executed)#page12.tif source=IP Security Document (executed)#page13.tif source=IP Security Document (executed)#page14.tif source=IP Security Document (executed)#page15.tif source=IP Security Document (executed)#page16.tif source=IP Security Document (executed)#page17.tif source=IP Security Document (executed)#page18.tif source=IP Security Document (executed)#page19.tif source=IP Security Document (executed)#page20.tif source=IP Security Document (executed)#page21.tif source=IP Security Document (executed)#page22.tif source=IP Security Document (executed)#page23.tif source=IP Security Document (executed)#page24.tif</p>	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 9, 2009 (this "Agreement"), is by and among **CASELLA WASTE SYSTEMS, INC.**, a Delaware corporation (the "Parent"), and each of its Subsidiaries which, from time to time, is a "Borrower" under (and as defined in) the Credit Agreement (as defined below) (collectively, together with the Parent, the "Borrowers") and **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are or may become parties to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 9, 2009 (as amended, the "Credit Agreement"), by and among the Borrowers, the Lenders, the Administrative Agent, Banc of America Securities LLC ("**BAS**") and Comerica Bank, as joint arrangers (in such capacity, the "Arrangers"), and BAS, as sole book manager (in such capacity, the "Sole Book Manager") and, together with the Administrative Agent and the Arrangers, the "Agents") and certain other parties thereto.

**WHEREAS**, certain of the Borrowers, Bank of America, N.A., as the Administrative Agent, certain lending institutions and BAS, as sole lead arranger and sole book manager, are party to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 28, 2005 (as amended, the "Existing Credit Agreement");

**WHEREAS**, the Borrowers have requested that the Existing Credit Agreement be amended and restated in its entirety pursuant to the terms of the Credit Agreement;

**WHEREAS**, it is a condition precedent to the Administrative Agent's and the Lenders' willingness to amend and restate the Existing Credit Agreement and to make loans or otherwise extend credit to the Borrowers under the Credit Agreement that each of the Borrowers execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Agents, an intellectual property security agreement in substantially the form hereof in order to, among other things, expressly provide a grant of a lien on and a security interest in the Intellectual Property Collateral (as defined herein) in favor of the Administrative Agent, for the benefit of the Lenders and the Agents, to secure the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents, in each case as provided herein; and

**WHEREAS**, each of the Borrowers wishes to expressly grant security interests in and liens on the Intellectual Property Collateral to the Administrative Agent, for the benefit of the Lenders and the Agents, to secure the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents, as herein provided.

**NOW, THEREFORE**, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Definitions.** The term “Obligations” and all other capitalized terms used herein without definition shall have the respective meanings provided therefor in the Credit Agreement. For the purposes of this Agreement, “Lenders” shall be deemed to include all Hedge Banks and Cash Management Banks (each as defined in the Credit Agreement). All terms defined in the Uniform Commercial Code in effect on the date hereof in the State of New York (the “UCC”) and used herein shall have the same meanings herein as specified therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. The following terms, as used herein, have the meanings set forth below:

“Material Adverse Effect” means a material adverse effect upon the operations, business, properties or financial condition of the Borrowers taken as a whole.

“Patents” means collectively all of the following now owned or hereafter created or acquired by each Borrower: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those patents and patent applications listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing.

“Patent License” means any oral or written agreement now or hereafter in existence, and only to the extent assignable by the applicable Borrower, granting to each Borrower any right to use any invention on which a patent or patent application is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by each Borrower: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States or any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those trademark applications and registrations listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the

foregoing, (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any oral or written agreement now or hereafter in existence, and only to the extent assignable by the applicable Borrower, granting to each Borrower any right to use any trademark or trademark application, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

**2. Grant of Security Interest.** Each of the Borrowers expressly grants to the Administrative Agent, for the benefit of the Lenders and the Agents, to secure the payment and performance in full of all of the Obligations, a continuing security interest in and lien on the following properties, assets and rights of such Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the “Intellectual Property Collateral”): all Patents and Trademarks and all books and records evidencing an interest therein or pertaining thereto. To the extent that the Administrative Agent has agreed in any intercreditor agreement or otherwise to hold any of the Intellectual Property Collateral as control agent for itself and any other secured party, the Borrowers shall be deemed to have granted a lien and security interest in such Intellectual Property Collateral to the Administrative Agent in its capacity as control agent for itself and such secured party.

**3. Authorization to File Assignments.** With respect to the Trademarks, each Borrower has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the “Assignment of Marks”), and, with respect to the Patents, each Borrower has executed in blank and delivered to the Administrative Agent (in its capacity as Control Agent) an assignment of patents, patent applications and related patent property in substantially the form of Exhibit 2 hereto (the “Assignment of Patents”). Each Borrower hereby authorizes the Administrative Agent to complete as assignee, sign and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default. In addition to, and not by way of limitation of, the foregoing grant of a security interest and lien or of the right to complete and record assignments of the Trademarks and Patents, each Borrower grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Agents, such Borrower’s entire right, title and interest in and to the Intellectual Property Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Administrative Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of any amounts outstanding under the Credit Agreement is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by an applicable Borrower to the Administrative Agent or its nominee in lieu of foreclosure).

#### **4. Representations, Warranties and Covenants Concerning the Intellectual Property Collateral.**

**4.1.** Each Borrower, as applicable, is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to the Intellectual Property Collateral, in each case free from any Lien except for non-exclusive licenses, the security interest granted herein or in the other Security Documents and other Permitted Liens. As of the date of this Agreement, no written claim has been made that the Borrowers' use of any of the Patents or Trademarks violates the rights of any third person and, to the best of each Borrower's knowledge, there is no infringement by any Borrower of the patent or trademark rights of others, except where any claim or infringement would not reasonably be expected to have a Material Adverse Effect. Each Borrower shall notify the Administrative Agent of any such claim or infringement which would reasonably be expected to have a Material Adverse Effect, and the details thereof.

**4.2.** As of the date hereof, to the knowledge of the Borrowers, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, to the knowledge of the Borrowers, they constitute all registered patents, patent applications, registered trademarks and trademark applications now owned or used by any Borrower. As of the date hereof, the Patents and Trademarks listed on Schedules A and B constitute all of the assignable Patent Licenses and Trademark Licenses and all of the registered trademarks, trademark applications, service marks, trade names, patents, patent applications, and patent rights that are reasonably necessary for the operation of the business of each Borrower.

**4.3.** The Patents and Trademarks have not been adjudged invalid or unenforceable, in whole or in part, to the extent such adjudication would reasonably be expected to have a Material Adverse Effect.

**4.4.** Each Borrower shall, to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect, (i) prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, except if such Borrower determines in its reasonable discretion that such patent application or trademark registration application is no longer material or useful to its business or operations, and (ii) preserve and maintain all rights in the Patents and Trademarks, except if any Borrower determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations, except, in any event, with respect to the term "Casella" which shall be preserved and maintained unless the Administrative Agent otherwise agrees. Any expenses incurred in connection with such applications and actions shall be borne by the Borrowers. No Borrower shall abandon any filed patent application, patent registration, trademark application or trademark registration to the extent such abandonment would reasonably be expected to have a Material Adverse Effect (other than for the term "Casella", which shall not be abandoned without the consent of the Administrative Agent).

**4.5. [Reserved]**

**4.6.** Each Borrower shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except where the failure to do so would not reasonably be expected to have a Material Adverse Effect (except that the term “Casella” shall be renewed unless otherwise consented to by the Administrative Agent which such consent shall not be unreasonably withheld).

**4.7.** Effective upon the occurrence and continuation of an Event of Default, each Borrower hereby appoints the Administrative Agent the true and lawful attorney of such Borrower, for it and in its name, place and stead, on behalf of such Borrower, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for any material infringement of any material Intellectual Property Collateral, any such damages due to each Borrower, net of costs and attorneys’ fees reasonably incurred, to be applied to the Obligations in accordance with §8.03 of the Credit Agreement.

**5. Additional Intellectual Property Collateral.** If any Borrower shall at any time after the date hereof (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in the preceding clause (a) or (b) shall automatically constitute Intellectual Property Collateral as if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the lien and security interest created by this Agreement without further action by any party. Each Borrower shall provide to the Administrative Agent written notice on an annual basis of any of the foregoing and confirm the attachment of the lien and security interest created by this Agreement to any rights described in clauses (a) and (b) above by execution of an instrument in form reasonably acceptable to Collateral Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Administrative Agent’s security interest in such Intellectual Property Collateral. In connection with the foregoing, each Borrower agrees that the Administrative Agent may from time to time attach as Schedule A or Schedule B hereto an updated list to reflect any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of each Borrower applied for and obtained hereafter.

**6. Other Actions as to Intellectual Property Collateral.**

**6.1.** Each Borrower shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Administrative Agent, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the UCC or other laws of the United States or the State of New York or of any other countries or

states as the Administrative Agent may from time to time reasonably request, and each Borrower hereby irrevocably authorizes the Administrative Agent or its designee (and irrevocably appoints the Administrative Agent or such designee as its lawful attorney and agent, with full power of substitution in connection therewith), at such Borrower's expense, to execute such documents, and file (or refile) such financing statements with respect thereto with or without such Borrower's signature, as the Administrative Agent may deem appropriate in order to perfect the Administrative Agent's security interest in the Intellectual Property Collateral. Each Borrower hereby authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office.

**6.2.** The Administrative Agent may include reference to each Borrower, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with each Borrower) in connection with any advertising, promotion, marketing or sale undertaken by the Administrative Agent during the continuance of an Event of Default.

## **7. Rights and Remedies.**

**7.1.** If any Event of Default shall have occurred and be continuing, the Administrative Agent may without notice or demand declare this Agreement to be in default and the Administrative Agent shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC including, without limitation, the right to dispose of the Intellectual Property Collateral at public or private sale. The Administrative Agent shall give to each Borrower at least ten (10) days' prior notice (which each Borrower agrees is "reasonable notification" under the UCC) of the time and place of any public sale of the Intellectual Property Collateral or of the time after which any private sale or any other intended disposition is to be made.

**7.2.** If any Event of Default shall have occurred and be continuing, each Borrower hereby grants to the Administrative Agent the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Intellectual Property Collateral for the benefit of the Lenders and the Agents.

**7.3.** To the extent permitted by applicable law, each Borrower hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Administrative Agent's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Intellectual Property Collateral and exercise its rights with respect thereto.

**8. Marshalling.** Neither the Administrative Agent nor any Lender shall be required to marshal any present or future collateral security (including but not limited to the Intellectual Property Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that they lawfully may, the Borrowers hereby agree that they will not



invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Administrative Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Borrower hereby irrevocably waives the benefits of all such laws.

**9. No Waiver By Administrative Agent.** The Administrative Agent shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Intellectual Property Collateral unless such waiver shall be in writing and signed by the Administrative Agent. No delay or omission on the part of the Administrative Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Administrative Agent with respect to the Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Administrative Agent deems expedient.

**10. Waivers.** Except for notices specifically provided for herein, each Borrower hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, each Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Administrative Agent may deem advisable. No Lender or Agent shall have any duty as to the protection of the Intellectual Property Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Administrative Agent may exercise its rights with respect to the Intellectual Property Collateral without resorting or regard to other collateral or sources of reimbursement for liability.

**11. Borrowers' Obligations Not Affected.** The obligations of each Borrower hereunder shall remain in full force and effect without regard to, and shall not be impaired by (a) any exercise or nonexercise, or any waiver, by any Lender or Agent of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (b) any amendment to or modification of the Credit Agreement, the Notes, the other Loan Documents or any of the Obligations; (c) any amendment to or modification of any instrument (other than this Agreement) securing any of the Obligations, including, without limitation, any of the Security Documents (other than this Agreement); or (d) the taking of additional security for, or any other assurances of payment of, any of the Obligations or the release or discharge or termination of any security or other assurances of payment or performance for any of the Obligations; whether or not such Borrower shall have notice or

knowledge of any of the foregoing, such Borrower hereby generally waiving all suretyship defenses to the extent applicable.

**12. Expenses.** Each Borrower will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Administrative Agent's counsel incurred by the Administrative Agent, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Administrative Agent in the preparation, execution and delivery of any waiver or consent by the Administrative Agent relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Administrative Agent under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Administrative Agent, the Lenders or the Agents in furtherance of the transactions contemplated hereby all in accordance with §10.04(a) of the Credit Agreement. In addition, after the occurrence and during the continuation of an Event of Default, each Borrower will also pay all costs and expenses of the Administrative Agent in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Administrative Agent in furtherance of the transactions contemplated hereby.

**13. Indemnity; Release of Intellectual Property Collateral.**

**13.1.** Each Borrower agrees to reimburse the Administrative Agent, the Lenders and the Agents for, and indemnify them against and hold them harmless from, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, all as more fully set forth in (and subject to the limitations contained in) Section 10.04 of the Credit Agreement. The Administrative Agent agrees that, so long as an Event of Default has not then occurred and is continuing, it will release its security interest in any Patent or Trademark each Borrower proposes to abandon in accordance with the terms hereof so long as such Patent or Trademark is no longer used by such Borrower and is not material to the operations of such Borrower, provided that after the occurrence and during the continuance of an Event of Default, the Administrative Agent's consent will be required prior to any such release and abandonment.

**13.2.** Each Borrower shall hold the Administrative Agent, the Lenders and the Agents harmless from any and all costs, damages and expenses which may be incurred by the Administrative Agent, the Lenders, the Agents or any Borrower in connection with any action or failure to act by any Lender or Agent in connection with this Agreement, except those arising from the gross negligence or willful misconduct of such Administrative Agent, Lender or Agent as determined by a final and nonappealable judgment of a court of competent jurisdiction.

**14. Relation to Security Agreement.** Any and all rights and interests of the Administrative Agent, the Lenders and the Agents in and to the Patents and Trademarks (and any and all obligations of the Borrowers with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Borrowers) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and the Credit Agreement and shall not be in derogation thereof.

15. [Reserved]

**16. Governing Law; Consent to Jurisdiction.** THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPALS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Each Borrower agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of New York or any Federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Borrower by mail at the address specified in §10.02 of the Credit Agreement. Each Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**17. Termination; Release of Certain Collateral.** Upon final payment and performance in full in cash of all of the Obligations and the cancellation or termination of any commitment to extend credit under the Credit Agreement or any of the other Loan Documents, this Agreement shall terminate and the Administrative Agent shall, at the Borrowers' request and expense, file such UCC termination statements and such other instruments of discharge and termination as the Borrowers may reasonably request to evidence the termination of the security interests and liens in the Collateral granted hereunder. Further, the Administrative Agent hereby agrees that upon the Borrowers' request, it will release its security interest in such portion of the Intellectual Property Collateral which is sold by any of the Borrowers pursuant to a disposition permitted under §7.04(b) of the Credit Agreement.

**18. Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of the Administrative Agent and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Borrower acknowledges receipt of a copy of this Agreement.

**19. Waiver of Jury Trial.** EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY

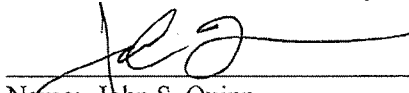
DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Borrower waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Borrower (a) certifies that neither of the Agents, any Lender nor any of their respective representatives, agents or attorneys has represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which they are parties, the Administrative Agent, the Agents and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

**20. Joinder of Additional Borrowers.** The Borrowers shall cause each Subsidiary which, from time to time, after the date hereof becomes a Borrower under the Credit Agreement, to execute and deliver to the Administrative Agent a joinder hereto and take all actions necessary to perfect the Liens created hereunder, in each case, within ten (10) days of the date on which it becomes a Borrower. The execution and delivery of such joinder hereto shall not require the consent of any Borrower hereunder. The rights and obligations of each Borrower hereunder shall remain in full force and effect.

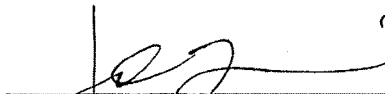
[Signatures on next page]

IN WITNESS WHEREOF, intending to be legally bound, each of the Borrowers and the Administrative Agent have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

CASELLA WASTE SYSTEMS, INC.

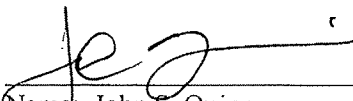
By:   
Name: John S. Quinn  
Title: Senior Vice President, Chief Financial Officer and Treasurer

ALL CYCLE WASTE, INC.  
ATLANTIC COAST FIBERS, INC.  
B. AND C. SANITATION CORPORATION  
BRISTOL WASTE MANAGEMENT, INC.  
C.V. LANDFILL, INC.  
CASELLA ALBANY RENEWABLES, LLC  
CASELLA MAJOR ACCOUNT SERVICES, LLC  
CASELLA RECYCLING, LLC  
CASELLA RENEWABLE SYSTEMS, LLC  
CASELLA TRANSPORTATION, INC.  
CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.  
CASELLA WASTE MANAGEMENT OF N.Y., INC.  
CASELLA WASTE MANAGEMENT OF PENNSYLVANIA, INC.  
CASELLA WASTE MANAGEMENT, INC.  
CASELLA WASTE SERVICES OF ONTARIO LLC  
CHEMUNG LANDFILL LLC  
COLEBROOK LANDFILL LLC  
FAIRFIELD COUNTY RECYCLING, LLC  
FCR CAMDEN, LLC  
FCR FLORIDA, LLC  
FCR GREENSBORO, LLC  
FCR GREENVILLE, LLC  
FCR MORRIS, LLC  
FCR REDEMPTION, LLC  
FCR TENNESSEE, LLC  
FCR, LLC  
FOREST ACQUISITIONS, INC.  
GRASSLANDS INC.  
HAKES C&D DISPOSAL, INC.  
HARDWICK LANDFILL, INC.  
HIRAM HOLLOW REGENERATION CORP.

By:   
Name: John S. Quinn  
Title: Vice President and Treasurer

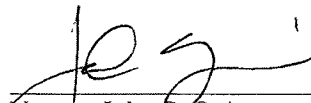
*Notary Signature Page to Intellectual Property Security Agreement*

K-C INTERNATIONAL, LTD.  
KTI BIO FUELS, INC.  
KTI ENVIRONMENTAL GROUP, INC.  
KTI NEW JERSEY FIBERS, INC.  
KTI OPERATIONS, INC.  
KTI SPECIALTY WASTE SERVICES, INC.  
KTI, INC.  
LEWISTON LANDFILL LLC  
NEW ENGLAND WASTE SERVICES OF MASSACHUSETTS, INC.  
NEW ENGLAND WASTE SERVICES OF ME, INC.  
NEW ENGLAND WASTE SERVICES OF N.Y., INC.  
NEW ENGLAND WASTE SERVICES OF VERMONT, INC.  
NEW ENGLAND WASTE SERVICES, INC.  
NEWBURY WASTE MANAGEMENT, INC.  
NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.  
NORTHERN PROPERTIES CORPORATION OF PLATTSBURGH  
NORTHERN SANITATION INC.  
PERC, INC.  
PINE TREE WASTE, INC.  
RESOURCE RECOVERY SYSTEMS, LLC  
RESOURCE TRANSFER SERVICES, INC.  
RESOURCE WASTE SYSTEMS, INC.  
SCHULTZ LANDFILL, INC.  
SOUTHBRIDGE RECYCLING & DISPOSAL PARK, INC.  
SUNDERLAND WASTE MANAGEMENT, INC.  
TRILOGY GLASS LLC  
U.S. FIBER, LLC  
WASTE-STREAM INC.  
WINTERS BROTHERS, INC.

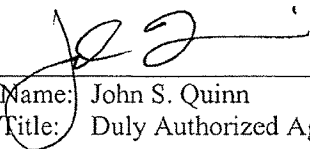
By:   
Name: John S. Quinn  
Title: Vice President and Treasurer

BLUE MOUNTAIN RECYCLING, LLC

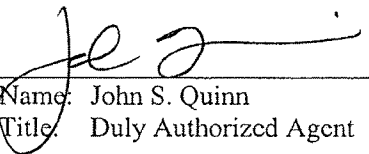
By: FCR, LLC, its sole manager

By:   
Name: John S. Quinn  
Title: Vice President and Treasurer

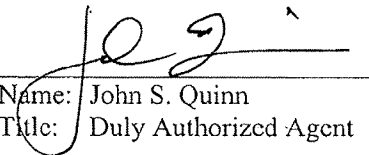
CWM ALL WASTE LLC

By:   
Name: John S. Quinn  
Title: Duly Authorized Agent

GROUNDSCO LLC

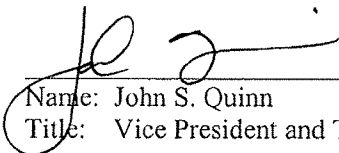
By:   
Name: John S. Quinn  
Title: Duly Authorized Agent

THE HYLAND FACILITY ASSOCIATES

By:   
Name: John S. Quinn  
Title: Duly Authorized Agent

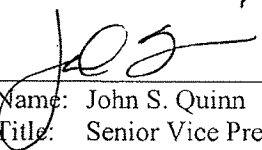
MAINE ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP

By: KTI Environmental Group, Inc., general partner

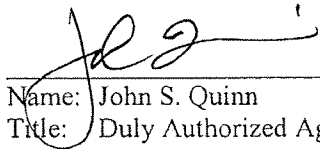
By:   
Name: John S. Quinn  
Title: Vice President and Treasurer

NEWS OF WORCESTER LLC

By: Casella Waste Systems, Inc., its sole member

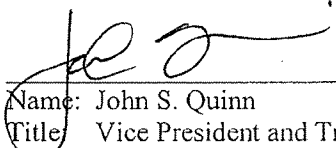
By:   
Name: John S. Quinn  
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEWSME LANDFILL OPERATIONS LLC

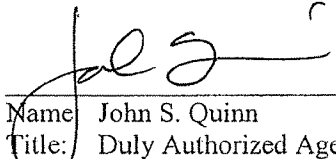
By:   
Name: John S. Quinn  
Title: Duly Authorized Agent

PERC MANAGEMENT COMPANY LIMITED PARTNERSHIP

By: PERC, Inc., general partner

By:   
Name: John S. Quinn  
Title: Vice President and Treasurer

TEMPLETON LANDFILL LLC

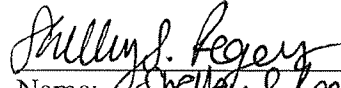
By:   
Name: John S. Quinn  
Title: Duly Authorized Agent



STATE OF VERMONT     )  
RUTLAND COUNTY     ) ss.

At Rutland, Vermont in said County on the 9<sup>th</sup> day of July, 2009, John S. Quinn, duly authorized agent of the entities set forth in the foregoing signature pages, personally appeared, and he executed the Intellectual Property Security Agreement and acknowledged the same to be his free act and deed, and the free act and deed of the entities set forth in the foregoing signature pages.

Before me,

  
Name: Shelley S. Rogers  
Notary Public

My commission expires: 2/10/2011

*Notary Signature Page to Intellectual Property Security Agreement*

**TRADEMARK**

**REEL: 004027 FRAME: 0304**

**EXHIBIT 1**

**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, each of the undersigned (collectively, the “Assignor”), has adopted and used and is using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ having a place of business at \_\_\_\_\_ (the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Insert Borrower Signature Pages]

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this date, \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

**ANNEX  
TO  
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Status in Trademark Office</u></b>	<b><u>Federal Registration Number</u></b>	<b><u>Registration Date</u></b>

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>

TRADEMARK LICENSES

**EXHIBIT 2**

**ASSIGNMENT OF PATENTS**

WHEREAS, each of the undersigned (collectively, the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on the Annex hereto; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents.

This Assignment of Patents shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Insert Signature Blocks of Borrowers]

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this date, \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

**ANNEX  
TO  
ASSIGNMENT OF PATENTS**

PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>

PATENT APPLICATIONS

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>

PATENT LICENSES