

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
IESI Corporation		06/14/2010	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:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2426511	IESI	
Registration Number:	2424847	IESI	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7659		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-574-4153		
Email:	lbillone@goulstonstorrs.com		
Correspondent Name:	Lisa Billone		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa Billone		
Signature:	/Lisa Billone/		
Date:	07/22/2010		
Total Attachments: 27			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, (this "Agreement"), dated as of June 14, 2010 and effective as of the Closing Date (as defined in the Credit Agreement referenced below), is by and among **IESI CORPORATION**, a Delaware corporation ("IESI"), and each of its Subsidiaries and Affiliates which, from time to time, is a "Borrower" under (and as defined in) the Credit Agreement (as defined below) (collectively, and together with IESI, the "Borrowers") and **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, the "Administrative Agent") for itself and the other Secured Parties under (and as defined in) that certain Amended and Restated Credit Agreement, dated as of June 14, 2010 and effective as of the Closing Date (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among the Borrowers, the lending institutions which are or may become parties thereto (hereinafter, collectively, the "Lenders") the Administrative Agent, and certain other parties thereto.

WHEREAS, the Borrowers, Bank of America, N.A., as the Administrative Agent (the "Existing Administrative Agent"), certain lending institutions (the "Existing Lenders") and certain other parties are party to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of January 21, 2005 (as amended prior to the Closing Date, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, certain of the Borrowers and the Existing Administrative Agent, for the benefit of the Existing Lenders, entered into that certain Trademark Collateral Security and Pledge Agreement, dated as of January 21, 2005 (as amended prior to the Closing Date, the "Existing IP Security Agreement"), pursuant to which the Borrowers pledged, assigned and granted to the Existing Administrative Agent, for the benefit of the Existing Administrative Agent and the Existing Lenders, all of such Borrowers' right title and interest in the Pledged Trademarks (as defined in the Existing IP Security Agreement) to secure the performance and payment in full of the Obligations (as defined in 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, each of the Borrowers wishes to ratify, restate and reaffirm its grant, pledge and assignment in favor of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, as provided herein; and

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, and each of the Borrowers wish to, execute and deliver to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, an intellectual property security agreement

in substantially the form hereof in order to, among other things, (a) ratify, restate and reaffirm its grant, pledge and assignment made pursuant to the Existing IP Security Agreement, and (b) expressly grant to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured parties, a security interest in, and pledge and assign to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured parties, all of the Intellectual Property Collateral (as defined herein) to secure the performance and payment in full of the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents, as provided herein; and

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, in order to induce the Administrative Agent and the Lenders to amend and restate the Existing Credit Agreement as aforesaid and to make loans or otherwise extend credit to the Borrowers under the Credit Agreement, and to secure the Obligations under (and as defined in) the Credit Agreement, each of the Borrowers agrees with the Administrative Agent, for the benefit of the Administrative Agent and the other Secured parties, that the Existing IP Security Agreement be, and the same hereby is, amended and restated in its entirety 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. Terms used herein and not defined in the Credit Agreement or otherwise defined herein that are defined in the UCC shall have the same definitions herein as specified therein. 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:

"Patents" means collectively all of the following now owned or hereafter acquired by each Borrower: (a) all patent registrations, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction; (b) any and all 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 (but not the obligation) to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Patent License" means any oral or written agreement now or hereafter in existence 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, except for those licenses that relate to off-the-shelf software used by the Borrowers.

"Trademarks" means collectively all of the following now owned or hereafter 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, 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 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 (but not the obligation) 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 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, except for those licenses that relate to off-the-shelf software used by the Borrowers.

2. Grant of Security Interest. Each Borrower hereby confirms that, pursuant to the Existing IP Security Agreement, such Borrower granted to the Existing Administrative Agent, for the benefit of the Existing Administrative Agent and the Existing Lenders, a security interest in, and pledged and assigned to the Existing Administrative Agent, for the benefit of the Existing Administrative Agent and the Existing lenders, all of the Pledged Trademarks (as defined in the Existing IP Security Agreement). As collateral security for the performance and payment in full of the Obligations, each Borrower hereby unconditionally ratifies, restates and reaffirms such grant, pledge and assignment and hereby unconditionally and expressly grants to the Administrative Agent, for the benefit of the Administrative Agent and the other secured Parties, a continuing security interest in and lien on, and pledges and assigns to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, 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.

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 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

on the Intellectual Property Collateral, and authorization 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 Administrative Agent and the other Secured Parties, 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 notice of the Administrative Agent at any time during such continuance, including in connection with 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), 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.

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 (except such Intellectual Property Collateral that is the subject of a Patent License or a Trademark License, in which such Borrower has only the license rights granted to it in the underlying patents or trademarks, as applicable), in each case free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except for the security interest granted herein or in the other Collateral Documents and other Permitted Liens. As of the date of this Agreement, no written claim has been made that the use of any of the Patents or Trademarks does or may violate 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. Each Borrower shall have the duty to promptly notify the Administrative Agent of any such claim or infringement and the details thereof.

4.2. To the best of each Borrower's knowledge, as of the date hereof, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, they constitute all registered patents, patent applications, trademarks, trademark applications, trade names and service marks now owned or used by any Borrower. The Patents and Trademarks listed on Schedules A and B constitute all of the 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. Schedule C lists the material common law trademarks, common law trade names, franchises and other material intellectual property rights that are reasonably necessary for the operation of the business of each Borrower.

4.3. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4.4. Each Borrower shall have the duty to (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, and (ii) preserve and maintain all rights in the Patents and Trademarks, except, in each case, if any Borrower determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations, or that pursuit or maintenance of such Patents or Trademarks is no longer reasonable, prudent or beneficial to such Borrower or its operations. Any expenses incurred in connection with such applications and actions shall be borne by the Borrowers. No Borrower shall abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Administrative Agent, which consent shall not be unreasonably withheld, except, in each case, if any Borrower determines in its reasonable discretion that such patent application or trademark registration (other than for the term "IESI") is no longer material or useful to its business or operations, or that pursuit or maintenance of such Patents or Trademarks is no longer reasonable, prudent or beneficial to such Borrower or its operations.

4.5. Each Borrower shall take all reasonably necessary steps to defend the Intellectual Property Collateral against all claims and demands of all persons at any time claiming the same or any interests in and to the Patents and Trademarks adverse to the Administrative Agent. Until the Obligations shall have been satisfied in full in cash, no Borrower shall pledge, mortgage or create or suffer to exist a security interest in, or enter into any exclusive license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Administrative Agent's prior consent, which consent shall not be unreasonably withheld, except for Permitted Liens and asset dispositions expressly permitted by the Credit Agreement.

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 to the extent, in such Borrower's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Borrower or its operations.

4.7. Each Borrower shall promptly notify the Administrative Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding such Borrower's claim of ownership in any of the Intellectual Property Collateral which could reasonably be expected to have a Material Adverse Effect. In the event of any material infringement by a third party of any of the Patents or Trademarks, each Borrower shall promptly notify the Administrative Agent of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Administrative Agent

deems reasonably necessary. If any Borrower shall fail to take such action within two (2) months after such notice is given to the Administrative Agent, the Administrative Agent may upon ten (10) days prior notice to such Borrower, but shall not be required to, itself take such action in the name of such Borrower, and such 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 such infringement, 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. A Borrower may request that the Administrative Agent join in such action as necessary to assure the Borrower's ability to bring and maintain a suit or action in any proper forum if (but only if) the Administrative Agent is satisfied that such joinder will not subject the Administrative Agent or the Lenders to any risk of liability. The Borrowers shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal expenses, incurred by the Administrative Agent pursuant to the immediately preceding sentence.

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 a quarterly 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 the Administrative 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 shall take all such other action as the Administrative Agent may reasonably require to more completely vest in and assure to the Administrative Agent, on behalf of the Administrative Agent and the other Secured Parties, its rights hereunder or in any of the Intellectual Property Collateral, and each Borrower hereby irrevocably authorizes the Administrative Agent or its designee, at such Borrower's expense, to execute such documents, and file such financing statements with respect thereto with or without such Borrower's signature, as the Administrative Agent may deem appropriate. In the event that any rerecording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, each Borrower shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Administrative Agent. Each Borrower hereby authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office.

6.2. The Administrative Agent is hereby irrevocably appointed by each Borrower as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of each Borrower such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Administrative Agent may reasonably deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Administrative Agent is hereby authorized to file on behalf of and in the name of each Borrower at such Borrower's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Administrative Agent shall deliver to each Borrower copies of all of the foregoing. If any Event of Default shall have occurred and be continuing, 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.

6.3. In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral, each Borrower shall hold the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Lender or the Administrative Agent (other than as a result of gross negligence or willful misconduct of the Administrative Agent or any Lender, as determined by a final and nonappealable judgment of a court of competent jurisdiction) in connection with the Administrative Agent's interest in the Intellectual Property Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby.

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 Administrative Agent and the other Secured Parties.

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 other Secured Party 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 (all of which rights of the Administrative Agent shall be exercised on behalf of the Administrative Agent and the other Secured Parties). To the extent that it lawfully may, each Borrower hereby agrees that it 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 (on behalf of the Administrative Agent and the other Secured Parties) 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. Neither the Administrative Agent nor any Lender 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 the Administrative Agent or any Lender 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 Collateral 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, on behalf of itself and the other Secured Parties, 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 reasonable 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. Notwithstanding anything to the contrary contained herein, neither the Administrative Agent nor the Lenders assumes any liabilities of any Borrower with respect to any claim or claims regarding the Borrower's ownership or purported ownership of, or rights or purported rights arising from, any of the Patents or Trademarks or any use, license or sublicense thereof, whether arising out of any past, current or future event, circumstance, act or omission or otherwise. All of such liabilities shall be exclusively the responsibility of the Borrower, and the Borrower shall indemnify the Administrative Agent and the Lenders for any and all reasonable costs, expenses, damages, liabilities (including liabilities for penalties) and claims, including legal fees, incurred by the Administrative Agent or any Lender with respect to such liabilities.

13.2. Each Borrower and the Administrative Agent may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereunder, and, in the case of Patents or Trademarks each Borrower proposes to abandon, 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 so long as such Patent or Trademark is no longer used by such Borrower and is not material to the operations of such Borrower or that pursuit or maintenance of such Patent or Trademark is no longer reasonable, prudent or beneficial to such Borrower or its operations, 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. The Administrative Agent agrees that, in the event that one or more Borrowers enters into an agreement to consummate any disposition of stock or assets, merger, consolidation, amalgamation, investment, acquisition, dividend or distribution that such Borrowers are entitled to consummate pursuant to the Credit Agreement, if any, it shall release any Intellectual Property Collateral held by it hereunder at the time of the closing of such permitted transaction, but only to the extent necessary to permit such Borrowers to consummate such permitted transactions. In furtherance of the foregoing, the Borrowers agree to provide the Administrative Agent and the Lenders with prior written notice of such transaction (delivered sufficiently prior to the closing of any such transaction so as to permit the Administrative Agent to deliver such release) specifying the purpose for which release is requested, together with such further certificates or other documents as the Administrative Agent reasonably requests to confirm that such Borrowers are permitted to consummate such permitted transaction, to confirm the Administrative Agent's replacement security interest in and against any appropriate new Intellectual Property Collateral, and to evidence that the proceeds of any such transaction would be applied in the manner

required by the Credit Agreement. Any release made by the Administrative Agent pursuant to this §13 shall be at the sole expense of the Borrowers.

14. Relation to Security Agreement. Any and all rights and interests of the Administrative Agent (for the benefit of the Administrative Agent and the other Secured Parties) 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. Overdue Amounts. Until paid, all amounts due and payable by the Borrowers hereunder shall be a debt secured by the Intellectual Property Collateral and shall bear, whether before or after judgment, interest at the Default Rate as set forth in §2.08 of the Credit Agreement.

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 sitting in New York County or the United States District Court of the Southern District of New York 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 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 §7.05(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 the other Secured Parties

and their respective successors and assigns (for the benefit of the Administrative Agent and the other Secured Parties). 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 the Administrative Agent, nor 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 and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

20. Amendment and Restatement of Existing IP Security Agreement. **20.1** On the date hereof, this Agreement shall be delivered to the Escrow Agent to be held in escrow pending the satisfaction of certain conditions set forth in the Escrow Agreement and the Credit Agreement. This Agreement, and the liens granted herein, shall become effective only upon the Closing Date as defined in (and in accordance with the terms of) the Credit Agreement.

20.2 This Agreement amends, restates, and shall supersede the Existing IP Security Agreement in its entirety on and as of the Closing Date. On the Closing Date, the rights and obligations of the parties under the Existing IP Security Agreement shall be subsumed within and governed by this Agreement. The liens and security interests granted by this Agreement are extensions of the liens and security interests granted in the Existing IP Security Agreement.

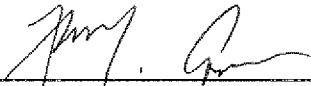
21. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each of the Borrowers and the Administrative Agent.

[Signatures on next page]

IN WITNESS WHEREOF, each Borrower has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

BORROWERS:

IESI CORPORATION

By: 

Name: Thomas J. Cowee

Title: Senior Vice President

CENTRAL LOUISIANA WASTE, L.L.C.

COASTAL WASTE SERVICES, INC.

ENVIROCLEAN SYSTEMS, INC.

IESI AR CORPORATION

IESI AR LANDFILL CORPORATION

IESI DE LP CORPORATION

IESI LA CORPORATION

IESI LA LANDFILL CORPORATION

IESI MD CORPORATION

IESI MO CORPORATION

IESI MO LANDFILL CORPORATION

IESI NY CORPORATION

IESI NJ CORPORATION

IESI NJ RECYCLING CORPORATION

IESI OK CORPORATION

IESI PA CORPORATION

IESI PA BETHLEHEM LANDFILL CORPORATION

IESI PA BLUE RIDGE LANDFILL CORPORATION

IESI TX CORPORATION

IESI TX GP CORPORATION

SENECA MEADOWS, INC.

TOTAL WASTE SYSTEMS, INC.

By: 

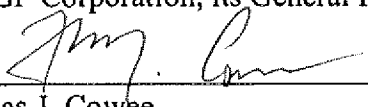
Name: Thomas J. Cowee

Title: Vice President

[Signatures continued on following page]

IESI TX LANDFILL LP

By IESI TX GP Corporation, its General Partner

By: _____

Name: Thomas J. Cowee

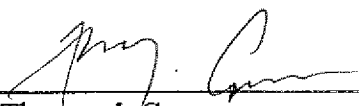
Title: Vice President

WINTERS BROS. RECYCLING CORP.

WINTERS BROS. TRANSFER STATION CORP.

WINTERS BROS. WASTE SYSTEMS, INC.

WINTERS BROTHERS RECYCLING EAST
END, INC.

By: _____

Name: Thomas J. Cowee

Title: Vice President

EXCEL RECYCLING, LLC

MEDFORD II, LLC

MEDFORD TRANSFER, LLC

WINTERS BROS. PAPER RECYCLING, LLC

WINTERS HOLTSVILLE TRANSFER STATION,
LLC

WINTERS MSW HOLDINGS, LLC

WINTERS WASTE SERVICES OF NEW YORK,
LLC

By: _____

Name: Thomas J. Cowee

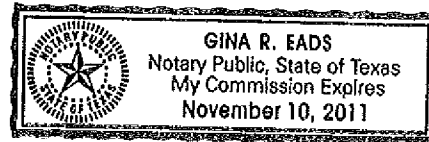
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of June, 2010, personally appeared Thomas J. Cowee to me known personally, and who, being by me duly sworn, deposes and says that [s]he is the duly authorized agent of the entities set forth in the foregoing signature pages, and that said instrument was signed and sealed on behalf of each of the said entities by authority of its Board of Directors or equivalent governing bodies, and said authorized agent acknowledged said instrument to be the free act and deed of each of such entities.

Gina R. Eads
Notary Public
My commission expires: 11-10-11



Accepted and Agreed:
BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Maria F. Maia
Title: Managing Director

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS

None.

PATENT APPLICATIONS


None.

PATENT LICENSES

None.

**SCHEDULE B TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
IESI	IESI Corporation	Registered	2426511	February 6, 2001
	IESI Corporation	Registered	2424847	January 30, 2001

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

**SCHEDULE C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

MATERIAL COMMON LAW TRADEMARKS, COMMON LAW TRADE NAMES,
FRANCHISES AND OTHER MATERIAL INTELLECTUAL PROPERTY RIGHTS

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 of Assignor's 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 Signature Blocks of Borrowers]

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: _____

Signature Page to Assignment of Trademarks


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

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
IESI	IESI Corporation	Registered	2426511	February 6, 2001
	IESI Corporation	Registered	2424847	January 30, 2001

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

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 of Assignor's 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: _____

Signature Page to Assignment of Patents

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:

Notary Signature Page to Assignment of Patents

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