

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crown Excel Disposal, LLC		12/23/2010	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	IESI MO Corporation		
Street Address:	2301 Eagle Parkway		
Internal Address:	Suite 200		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76177		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78801192	CROWN EXCEL DISPOSAL A SUBSIDIARY OF FRED WEBER, INC.	
CORRESPONDENCE DATA			
Fax Number:	(214)659-4832		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-659-4578		
Email:	nealk@akllp.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	194860		
NAME OF SUBMITTER:	Michele P. Schwartz		

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**TRADEMARK
 REEL: 004452 FRAME: 0422**

Signature:	/Michele P. Schwartz/
Date:	01/13/2011
Total Attachments: 10 source=IESI-Assignment#page1.tif source=IESI-Assignment#page2.tif source=IESI-Assignment#page3.tif source=IESI-Assignment#page4.tif source=IESI-Assignment#page5.tif source=IESI-Assignment#page6.tif source=IESI-Assignment#page7.tif source=IESI-Assignment#page8.tif source=IESI-Assignment#page9.tif source=IESI-Assignment#page10.tif	

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of December, 2010, by and among IESI MO Corporation, a Missouri corporation, and IESI MO Champ Landfill, LLC, a Missouri limited liability company (the foregoing entities collectively, "Buyers"), and Fred Weber, Inc., a Delaware corporation, Crown Excel Disposal, LLC, a Missouri limited liability company, and Weber Gas Energy, LLC, a Missouri limited liability company (all of the foregoing entities collectively, the "Sellers" and each, a "Seller"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Buyers, IESI Corporation, a Delaware corporation, and Sellers are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Sellers have agreed to sell, assign and transfer to Buyers all of the Sellers' respective rights, title and interest in and to the Intellectual Property and all goodwill associated therewith.

WHEREAS, pursuant to Section 1.1 of the Purchase Agreement, the term "Intellectual Property" means, with respect to the Business: (i) all patents, patent rights and patent applications; (ii) all registered trademarks and service marks, trademark rights, trademark applications, service mark rights, service mark applications, trade names and fictitious names, including, without limitation, those set forth on Schedule A hereto (the "Business Marks") and on Schedule B hereto (the "Landfill Marks"); (iii) all registered copyrights and copyright rights, (iv) all internet domain names, URLs and websites; including, without limitation, those set forth on Schedule C hereto, and (v) all intellectual, industrial or proprietary rights and trade secrets, technology and know-how in which any of the Sellers has an ownership or licensed interest, in each case, together with any amendments, continuations, modifications or supplements thereto.

WHEREAS, the execution and delivery of this Agreement is a requirement of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Sellers, and subject to the terms and conditions of the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment to IESI MO Corporation. Each Seller hereby irrevocably sells, assigns, transfers, grants, conveys and delivers unto IESI MO Corporation and its successors and assigns, for their use forever, all of such Seller's right, title and interest in and to the Intellectual Property (except for the Landfill Marks), free and clear of all Encumbrances (except for Permitted Encumbrances), together with (a) all goodwill associated therewith, and (b) all rights of action accrued, accruing and to accrue under and by virtue thereof, including, without limitation, the right to sue for or otherwise recover for, settle or release any past, present or

future infringement thereof and to receive all damages, payments, costs and fees associated therewith.

2. Assignment to IESI MO Champ Landfill, LLC. Each Seller hereby irrevocably sells, assigns, transfers, grants, conveys and delivers unto IESI MO Champ Landfill, LLC and its successors and assigns, for their use forever, all of such Seller's right, title and interest in and to the Landfill Marks, free and clear of all Encumbrances (except for Permitted Encumbrances), together with (a) all goodwill associated therewith, and (b) all rights of action accrued, accruing and to accrue under and by virtue thereof, including, without limitation, the right to sue for or otherwise recover for, settle or release any past, present or future infringement thereof and to receive all damages, payments, costs and fees associated therewith.

3. Further Assurances. Each Seller shall execute and deliver, or cause to be executed and delivered, any and all powers of attorney, affidavits, applications, assignments, certifications, declarations, statements, documents or other instruments, and take or cause to be taken such further actions, as may be necessary or reasonably requested by a Buyer to document the assignment and transfer contemplated in Section 1 and Section 2 hereof or to perfect, secure, register, maintain, enforce and otherwise fully protect such Buyer's right, title and interest in and to the Intellectual Property (in the case of IESI MO Corporation) and to the Landfill Marks (in the case of IESI MO Champ Landfill, LLC).

4. Integration with Purchase Agreement. This Agreement is subject to the provisions of the Purchase Agreement. Neither the making nor the acceptance of this Agreement, nor any provisions hereof, shall enlarge, restrict or otherwise modify the provisions of the Purchase Agreement or the rights and obligations of the parties thereunder, or constitute a waiver or release by any of the parties to the Purchase Agreement of any liabilities, duties or obligations imposed upon any party thereunder, including, without limitation, the representations and warranties, indemnities and other provisions that, pursuant to the Purchase Agreement, survive the Closing. To the extent there is any discrepancy between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern.

5. Entire Agreement. This Agreement, together with the Purchase Agreement and all other agreements entered into by Buyers and the Sellers in connection therewith, embody the entire agreement and understanding of the parties hereto relating to the subject matter hereof and thereof and supersede any prior agreements and understandings of the parties with respect thereto.

6. Governing Law. Except for trademark, copyright and patent matters governed by the federal laws of the United States of America, this Agreement, and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Missouri.

7. Arbitration. Resolution of any and all claims or other matters in question arising out of or relating to this Agreement, whether sounded in contract, tort or otherwise, at law or in equity, under state or federal law, shall be exclusively governed by and settled in accordance with the arbitration provisions set forth in Section 12.7 of the Purchase Agreement.

8. Binding Effect; No Third Party Beneficiaries. This Agreement shall inure to the benefit of, be binding upon and be enforceable by Buyers and the Sellers, and their respective successors and permitted assigns. No provision of this Agreement is intended, nor will any such provision be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, member, employee or partner of any party hereto or any other Person.

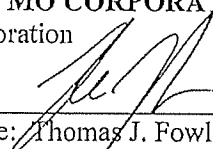
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signatures hereon shall, for all purposes, be deemed originals. At the Closing, the parties hereto shall promptly exchange original versions of this Agreement, but failure to do so shall not affect the binding nature of the same.

[Signature Page Follows]

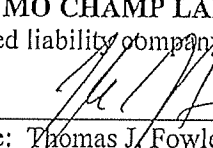
IN WITNESS WHEREOF, the undersigned have executed and delivered this Intellectual Property Transfer Agreement as of the date first written above.

BUYERS:

IESI MO CORPORATION, a Missouri corporation

By: 
Name: Thomas J. Fowler
Its: Vice President

IESI MO CHAMP LANDFILL, LLC, a Missouri limited liability company

By: 
Name: Thomas J. Fowler
Its: Vice President

[Signature Page to Intellectual Property Transfer Agreement]

SELLERS:

FRED WEBER, INC., a Delaware corporation

By: *Thomas P. Dunne, Sr.*

Name: Thomas P. Dunne, Sr.

Its: Chairman of the Board and Chief
Executive Officer

STATE OF Missouri)

COUNTY OF St. Louis) ss:)

On this, the ____ day of December, 2010, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas P. Dunne, Sr. who acknowledged himself to be the Chairman of the Board and Chief Executive Officer of FRED WEBER, INC., a Delaware corporation, of who I am satisfied is the person who signed the within instrument and who acknowledged that he executed same as such on behalf of said entity, being authorized to do so, and that the within instrument is the voluntary act and deed of such entity.

WITNESS my hand and seal the day and year aforesaid.

Heather L. Pipes
Notary Public

My Commission Expires: _____



HEATHER L. PIPES
My Commission Expires
June 22, 2014
Franklin County
Commission #10432015

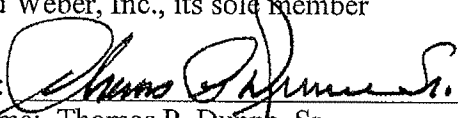
[Signature Page to Intellectual Property Transfer Agreement]

TRADEMARK

REEL: 004452 FRAME: 0428

CROWN EXCEL DISPOSAL, LLC, a Missouri
limited liability company

By: Fred Weber, Inc., its sole member

By: 
Name: Thomas P. Dunne, Sr.
Its: Chairman of the Board and Chief
Executive Officer

STATE OF Missouri)
COUNTY OF St. Louis) ss:)

On this, the ____ day of December, 2010, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas P. Dunne, Sr. who acknowledged himself to be the Chairman of the Board and Chief Executive Officer of Fred Weber, Inc., acting in its capacity as the sole member of CROWN EXCEL DISPOSAL, LLC, a Missouri limited liability company, of who I am satisfied is the person who signed the within instrument and who acknowledged that he executed same as such on behalf of said entity, being authorized to do so, and that the within instrument is the voluntary act and deed of such entity.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires: _____



HEATHER L. PIPES
My Commission Expires
June 22, 2014
Franklin County
Commission #10432015

[Signature Page to Intellectual Property Transfer Agreement]

WEBER GAS ENERGY, LLC, a Missouri limited liability company

By: Fred Weber, Inc., its sole member

By: *Thomas P. Dunne Sr.*
Name: Thomas P. Dunne, Sr.
Its: Chairman of the Board and Chief Executive Officer

STATE OF Missouri)
COUNTY OF St. Louis) ss:)

On this, the ____ day of December, 2010, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas P. Dunne, Sr., who acknowledged himself to be the Chairman of the Board and Chief Executive Officer of Fred Weber, Inc., acting in its capacity as the sole member of WEBER GAS ENERGY, LLC, a Missouri limited liability company, of who I am satisfied is the person who signed the within instrument and who acknowledged that he executed same as such on behalf of said entity, being authorized to do so, and that the within instrument is the voluntary act and deed of such entity.

WITNESS my hand and seal the day and year aforesaid.

Heather L. Pipes
Notary Public

My Commission Expires: _____





HEATHER L. PIPES
My Commission Expires
June 22, 2014
Franklin County
Commission #10432015

[Signature Page to Intellectual Property Transfer Agreement]


SCHEDULE A

BUSINESS MARKS

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Crown Excel Disposal, LLC	 Crown Excel Disposal A subsidiary of First American, Inc.	US	78/801,192	1/27/2006	3,244,191	3/6/2007	5/22/2017
Crown Excel Disposal, LLC	 Crown Excel Disposal A subsidiary of First American, Inc.	EU	005191739	7/11/2006	005191739	7/11/2006	7/11/2016

SCHEDULE B

LANDFILL MARKS

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Fred Weber, Inc.	Methane to Megawatts	US	77/745,902	11/27/2009	3,857,793	10/5/2010	10/5/2020
Fred Weber, Inc.	Methane to Megawatts	Canada	1,460,861	11/27/2009	[office action pending]		
Fred Weber, Inc.	Methane to Megawatts	EU	008718819	5/27/2009	008718819	7/13/2010	11/27/2019
Fred Weber, Inc.	 METHANE TO MEGAWATTS	US	77/888,971	12/8/2009	3,821,464	7/20/2010	7/20/2020

SCHEDULE C

INTERNET DOMAIN NAMES, URLs AND WEBSITES

<u>Owner</u>	<u>Domain Name</u>	<u>Expiration Date</u>
Fred Weber, Inc.	Crownexceldisposal.com	6/21/2013
Fred Weber, Inc.	Crownexceldisposallc.com	6/30/2013
Fred Weber, Inc.	Exceldisposal.com	5/18/2013
Fred Weber, Inc.	Exceldisposalinc.com	6/30/2013
Fred Weber, Inc.	Fwdisposal.com	3/16/2014

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