

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
SDT Waste & Debris Services, L.L.C.		06/02/2011	LIMITED LIABILITY COMPANY: LOUISIANA
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:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3496611	SUPER FRESH	
Registration Number:	3255730	SDT LLC WASTE & DEBRIS SERVICES 504.799.8019	
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:	06/27/2011		

OP \$65.00 3496611

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TRADEMARK
REEL: 004570 FRAME: 0398

Total Attachments: 5
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This Notice of Security Interest in Trademarks is made as of June 2, 2011, by SDT Waste & Debris Services, L.L.C. ("SDT"), a Louisiana limited liability company having its principal place of business at 2301 Eagle Parkway, Suite 200, Fort Worth, Texas 76177, with reference to the following facts:

WHEREAS, IESI Corporation and certain of its Subsidiaries and Affiliates (collectively, the "Original Borrowers") entered into a certain Amended and Restated Credit Agreement (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), dated as of June 14, 2010, among the Original Borrowers, the lending institutions from time to time party thereto (the "Lenders") and Bank of America, N.A., as the Administrative Agent, Swing Line Lender, and L/C Issuer; and

WHEREAS, the Original Borrowers also entered into certain Loan Documents (as such term is defined in the Credit Agreement), including an Amended and Restated Security Agreement (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement") and an Intellectual Property Security Agreement (as amended, modified, supplemented or restated and in effect from time to time, the "Intellectual Property Security Agreement"), each dated as of June 14, 2010, between the Original Borrowers and the Administrative Agent, under which certain obligations referred to in the Security Agreement and the Intellectual Property Security Agreement have been secured in favor of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties (as such term is defined in the Credit Agreement); and

WHEREAS, SDT entered into a Joinder Agreement (the "Joinder Agreement"), dated as of June 2, 2011, with the Administrative Agent, under which the SDT has agreed to join the Credit Agreement and the Loan Documents and to comply with and be bound by all of the terms, conditions and covenants of the Credit Agreement and the other Loan Documents, including the Security Agreement and the Intellectual Property Security Agreement; and

WHEREAS, on June 1, 2011 SDT, Inc., a Louisiana Corporation, assigned to SDT the trademark indicated on Schedule 1 attached hereto; and

WHEREAS, SDT is the owner of record of the trademarks listed on Schedule 1 attached hereto (the "SDT Trademarks") and which SDT Trademarks are registered with the United States Patent and Trademark Office; and

WHEREAS, as collateral security for the performance and payment in full of the Obligations under (and as defined in) the Credit Agreement, under the Joinder Agreement

SDT granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a continuing security interest in and lien on all of SDT's trademarks, trademark applications, and trademark licenses, including the SDT Trademarks;

NOW, THEREFORE, for good and valuable consideration and pursuant to the Credit Agreement, Security Agreement, Intellectual Property Security Agreement, and Joinder Agreement, NOTICE IS HEREBY GIVEN THAT:

SDT has granted to the Administrative Agent a security interest in all of SDT's trademarks (whether or not registered with the United States Patent and Trademark Office), trademark applications, and trademark licenses, whether now owned or hereafter acquired by or accruing to SDT, including the SDT Trademarks.

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Address:
2301 Eagle Parkway, Suite 200
Fort Worth, TX 76117

SDT WASTE & DEBRIS SERVICES, LLC.

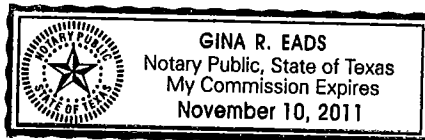
By: [Signature]
Name: Thomas J. Fowler
Title: Vice President

STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

On this 6 day of June, 2011, before me, a Notary Public in and for the county aforesaid, duly commissioned and sworn, personally appeared Thomas J. Fowler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of SDT Waste & Debris Services, LLC, the officer executing the attached instrument, and acknowledged to me that such instrument was signed on behalf of such legal entity by authority of its board of directors or equivalent managing body, and acknowledged said instrument to be the free act and deed of said legal entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

Gina R. Eads
Notary Public
My Commission Expires: 11-10-11



Accepted and Agreed

BANK OF AMERICA, N.A.,
as Administrative Agent

Address:
100 Federal Street
Boston, Massachusetts 02110

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

SCHEDULE 1

Trademarks

<i>Owner</i>	<i>Mark</i>	<i>Country</i>	<i>Serial No.</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
SDT Waste & Debris Services, L.L.C.	SUPER FRESH	US	77154738	4/12/2007	3496611	9/2/2008
SDT, Inc.*	SDT LLC WASTE & DEBRIS SERVICES 504.799.8019 (design mark)	US	78912504	6/20/2006	3255730	6/26/2007

*SDT, Inc. assigned mark to SDT Waste & Debris Services, L.L.C. on 6/1/2011.