

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property at Reel/Frame: 4032/0021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as Collateral Agent		11/08/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Casella Waste Systems, Inc.		
Street Address:	25 Greens Hill Lane		
City:	Rutland		
State/Country:	VERMONT		
Postal Code:	05701		
Entity Type:	CORPORATION: DELAWARE		
Name:	New England Waste Services of ME, Inc.		
Street Address:	135 Presumpscot Street		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04103		
Entity Type:	CORPORATION: MAINE		
Name:	Casella Waste Management, Inc.		
Street Address:	25 Greens Hill Lane		
City:	Rutland		
State/Country:	VERMONT		
Postal Code:	05701		
Entity Type:	CORPORATION: VERMONT		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2636349	NEW ENGLAND ORGANICS	

OP \$540.00 2636349

Registration Number:	3607065	GIVING RESOURCES NEW LIFE
Registration Number:	3607066	GIVING RESOURCES NEW LIFE
Registration Number:	3494839	CASELLA
Registration Number:	3494840	CASELLA
Registration Number:	3439611	CASELLA
Registration Number:	3525231	BECAUSE IT MATTERS
Registration Number:	3525233	REINVENTING THE WAY THE WORLD MANAGES WASTE
Registration Number:	3345530	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT
Registration Number:	3345528	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT
Registration Number:	3432844	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT
Registration Number:	3345529	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT
Registration Number:	3345532	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT
Registration Number:	3345531	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT
Registration Number:	3330665	SEED
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: 6175265000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-526-6448

Email: huelinh.tran@wilmerhale.com

Correspondent Name: Michael J. Bevilacqua, Esq.

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 105.452.168

NAME OF SUBMITTER: Michael J. Bevilacqua

TRADEMARK

REEL: 004896 FRAME: 0942

	/michael j. bevilacqua/
Date:	11/09/2012
Total Attachments: 7 source=termination wilmington trust to casella#page1.tif source=termination wilmington trust to casella#page2.tif source=termination wilmington trust to casella#page3.tif source=termination wilmington trust to casella#page4.tif source=termination wilmington trust to casella#page5.tif source=termination wilmington trust to casella#page6.tif source=termination wilmington trust to casella#page7.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE is made this 8th day of November, 2012, by Wilmington Trust Company (in its capacity as collateral agent, the "Agent"), to Casella Waste Systems Inc. (the "Issuer").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of July 9, 2009, made by and among the Grantors (as defined therein) and the Agent, for the benefit of the Secured Parties (as defined therein) (the "Security Agreement"), and pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of July 9, 2009, among the Agent and Grantors (as defined therein), for the benefit of the Secured Parties (as defined therein) (the "IP Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors, including the Issuer, to the Agent in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, pursuant to the IP Security Agreement, the Grantors, by reference to the Security Agreement, reaffirmed their intent to grant a security interest (the "Security Interest") to the Agent specifically in certain Intellectual Property Collateral;

WHEREAS, a notice of the Security Interest with respect to the Trademarks (as defined in the IP Security Agreement) was recorded in the United States Patent and Trademark Office on July 27, 2009, at Reel 4032 and Frame 0021; and

WHEREAS, a notice of the Security Interest with respect to the Patents (as defined in the IP Security Agreement) was recorded in the United States Patent and Trademark Office on July 27, 2009, at Reel 023003 and Frame 0383; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Security Agreement and the IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in all Patents and Trademarks (each as defined in the IP Security Agreement) and all books and records evidencing an interest therein or pertaining thereto (including, without limitation, those items listed on Schedules A and B hereto).

2. Release of Security Interest. The Agent, on behalf of itself and the other Secured Parties, hereby terminates, releases and discharges its Security Interest in the Intellectual


Property Collateral, and hereby assigns back to the Grantors any right, title or interest of the Agent or any other Secured Party in such Intellectual Property Collateral.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Wilmington Trust Company, as
Collateral Agent

By: 
Name: **Joshua C. Jones**
Title: **Financial Services Officer**

[Signature Page to Intellectual Property Release – Casella Waste Systems, Inc.]

SCHEDULE A

PATENTS

Patent	Owner(s)
5119894	Casella Waste Systems, Inc.
7168888	Casella Waste Systems, Inc.
7264124	Casella Waste Systems, Inc.
7302407	Casella Waste Systems, Inc.
7341156	Casella Waste Systems, Inc.
7422393	Casella Waste Systems, Inc.
7501951	Casella Waste Systems, Inc.
7511611	Casella Waste Systems, Inc.
7918343	Casella Waste Systems, Inc.
7757863	Casella Waste Systems, Inc.
7696874	Casella Waste Systems, Inc.
8020767	Casella Waste Systems, Inc.
7722289	Casella Waste Systems, Inc.
7870042	Casella Waste Systems, Inc.
7611018	Casella Waste Systems, Inc.
7905987	Casella Waste Systems, Inc.
7561045	Casella Waste Systems, Inc.
7728730	Casella Waste Systems, Inc.
7955419	Casella Waste Systems, Inc.
8127933	Casella Waste Systems, Inc.
8234224	Casella Waste Systems, Inc.
7994909	Casella Waste Systems, Inc.
8068029	Casella Waste Systems, Inc.

PUBLISHED PATENT APPLICATIONS

Publication Number	Owner(s)
20050115690	Casella Waste Systems, Inc.
20060122725	Casella Waste Systems, Inc.
20070185612	Casella Waste Systems, Inc.
20070260466	Casella Waste Systems, Inc.
20070219862	Casella Waste Systems, Inc.
20070273471	Casella Waste Systems, Inc.
20080010197	Casella Waste Systems, Inc.
20080077541	Casella Waste Systems, Inc.
20070012599	Casella Waste Systems, Inc.
20080086411	Casella Waste Systems, Inc.
20080290006	Casella Waste Systems, Inc.

Publication Number	Owner(s)
20070112577	Casella Waste Systems, Inc.
20100031560	Casella Waste Systems, Inc.
20100018113	Casella Waste Systems, Inc.
20100038594	Casella Waste Systems, Inc.

UNPUBLISHED PATENT APPLICATIONS

Application Number	Owner(s)
12/400628	Casella Waste Systems, Inc.
61/100038	Casella Waste Systems, Inc.
61/098525	Casella Waste Systems, Inc.

PATENT LICENSES

None.

SCHEDULE B**TRADEMARKS**

Trademark	Owner	State in Trademark Office	Registration Number
NEW ENGLAND ORGANICS & Design	New England Waste Services of ME., Inc.	Registered	2,636,349
RECYCLE! NEW ENGLAND & Design	Casella Waste Management, Inc.	Registered in New Hampshire	
RECYCLE! NEW ENGLAND & Design	Casella Waste Management, Inc.	Renewed in Massachusetts	51473
GIVING RESOURCES NEW LIFE	Casella Waste Systems, Inc.	Registered	3,607,065
GIVING RESOURCES NEW LIFE	Casella Waste Systems, Inc.	Registered	3,607,066
CASELLA	Casella Waste Systems, Inc.	Registered	3,494,839
CASELLA	Casella Waste Systems, Inc.	Registered	3,494,840
CASELLA	Casella Waste Systems, Inc.	Registered	3,439,611
BECAUSE IT MATTERS	Casella Waste Systems, Inc.	Registered	3,525,231
REINVENTING THE WAY THE WORLD MANAGES WASTE	Casella Waste Systems, Inc.	Registered	3,525,233
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,530
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,528
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,432,844
SEED SUSTAINABLE	Casella Waste	Registered	3,345,529

Trademark	Owner	State in Trademark Office	Registration Number
ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Systems, Inc.		
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,532
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,531
SEED	Casella Waste Systems, Inc.	Registered	3,330,665

TRADEMARK APPLICATIONS

Trademark	Status in Trademark Office	Serial Number
ZERO-SORT	Pending	77/479983
ZERO-SORT	Pending	77/479990
ZERO-SORT	Pending	77/479988
THINK SMART	Pending	77/432414
THINK SMART	Pending	77/432406
THINK SMART	Pending	77/432398

TRADEMARK LICENSES

None.