

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
Recology Inc.		04/12/2013	CORPORATION: CALIFORNIA

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: 11

Property Type	Number	Word Mark
Registration Number:	2045782	
Registration Number:	3948346	R
Registration Number:	2043305	
Registration Number:	1978424	NORCAL
Registration Number:	2085872	NORCAL WASTE SYSTEMS, INC.
Registration Number:	1975059	PEOPLE SERVICE ENVIRONMENT
Registration Number:	2464079	RECYCLE CENTRAL
Registration Number:	3955290	RECOLOGY
Registration Number:	2944999	FOUR COURSE
Serial Number:	85388169	
Serial Number:	85388128	

CORRESPONDENCE DATA

Fax Number:

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

OP \$290.00 2045782

via US Mail.

Email: mwright@goulstonstorr.com
Correspondent Name: Melissa Schwab Wright, Goulston & Storrs
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	07863-0018
NAME OF SUBMITTER:	Melissa Schwab Wright
Signature:	/s/ Melissa Schwab Wright
Date:	04/22/2013

Total Attachments: 39

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is dated as of April 12, 2013, by and among **RECOLOGY INC.** (formerly known as Norcal Waste Systems, Inc.), a California corporation (the "Borrower"), and the Subsidiaries of the Borrower which are or may from time to time become "Guarantors" under the hereinafter described Credit Agreement (the "Guarantors", and together with the Borrower, collectively referred to hereinafter as the "Loan Parties" and each individually, as a "Loan Party"), 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 April 12, 2013 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among the Loan Parties, the lending institutions which are or may become parties thereto (hereinafter, collectively, the "Lenders"), and the Administrative Agent.

WHEREAS, the Loan Parties, Bank of America, N.A., as Administrative Agent (the "Existing Agent") and certain lending institutions (the "Existing Lenders") are party to that certain Amended and Restated Credit Agreement, dated as of April 14, 2010 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Loan Parties and the Existing Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement), entered into that certain Intellectual Property Security Agreement, dated as of April 14, 2010 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing IP Security Agreement"), pursuant to which each of the Loan Parties assigned and granted to the Existing Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement), all of such Loan Party's right, title and interest in and to the Intellectual Property Collateral (as defined in the Existing IP Security Agreement) to secure the Secured Obligations (under and as defined in the Existing IP Security Agreement);

WHEREAS, the Loan Parties 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 Loan Parties wishes to ratify, restate and reaffirm its grant and assignment in favor of the Administrative Agent, for the benefit of the 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 any loans or otherwise extend credit to the Borrower under the Credit Agreement that each of the Loan Parties, and each of the Loan Parties wishes to, execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, a security agreement in substantially the form hereof in order to, among other things, (a) ratify, restate and reaffirm their grants and assignments made pursuant to the Existing IP Security Agreement, and (b) expressly grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, and pledge and assign to the Administrative Agent, for the benefit of the Secured Parties, all of the Intellectual Property Collateral (as defined herein) to secure the performance and payment in full of the Secured Obligations (as defined herein), in each case as provided herein;

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 any loans or otherwise extend credit to the Borrower under the Credit Agreement, and to secure the Secured Obligations, each of the Loan Parties agrees with the Administrative Agent, for the benefit of the 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 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 have such defined meanings herein, unless the context otherwise indicates or requires. The following terms, as used herein, have the meanings set forth below:

“Co-ownership Rights” means any right, title, and interest in Patents numbered 7,015,028 and 7,316,921 that may be held by Ruihong Zhang, as inventor and co-owner of such Patents.

“Patents” means collectively all of the following now owned or hereafter created or acquired by each of the Loan Parties: (a) all patents, 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 upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) 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; (d) 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; (e) the right to sue for past, present and future infringements of any of the foregoing; and (f) 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 of the Loan Parties 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.

“Secured Obligations” when used with respect to the Borrower, the Obligations, and when used with respect to the Guarantors, the Guaranteed Obligations. For the avoidance of doubt, Secured Obligations shall not include any Excluded Swap Obligations.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by each of the Loan Parties: (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 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 granting to each of the Loan Parties 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.

2.1 Each of the Loan Parties hereby confirms that, pursuant to the Existing IP Security Agreement, such Loan Party granted to the Existing Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement), a security interest in, and assigned to the Existing Agent, for the benefit of the Secured Parties, all of the Intellectual Property Collateral (as defined in the Existing IP Security Agreement).

2.2 As collateral security for the payment and performance in full of the Secured Obligations, each of the Loan Parties hereby unconditionally, ratifies, restates, and reaffirms such grant and assignment, and hereby unconditionally and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, and pledges and assigns to the Administrative Agent, for the benefit of the Secured Parties, the following properties, assets and rights of such Loan

Party, wherever located, whether now owned or hereafter created or acquired, 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 of the Loan Parties 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 of the Loan Parties 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 of the Loan Parties 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 only (a) upon the occurrence and during the continuance of an Event of Default and (b) either (i) upon the prior written notice of the Administrative Agent at any time during such continuance (at the request of, or with the consent of, the Required Lenders pursuant to the Credit Agreement) or (ii) immediately and automatically (without notice 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. 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 of the Loan Parties grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, such Loan Party’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 (at the request of, or with the consent of, the Required Lenders pursuant to the Credit Agreement), including in connection with the sale or other disposition of or foreclosure upon the Intellectual Property Collateral pursuant to the Credit Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Intellectual Property Collateral by an applicable Loan Party 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.

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

4.1. Each of the Loan Parties, 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 the Patent Licenses and Trademark Licenses), 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 Security Documents and other Permitted Liens, and subject to the Co-ownership Rights. As of the date of this Agreement, no written claim has been made that the use of

any of the Patents or Trademarks (except the Patent Licenses and the Trademark Licenses) does or may violate the rights of any third person and, to the best of each of the Loan Parties' knowledge, (i) no written claim has been made that the exercise by the Loan Parties of any rights under Patent Licenses and the Trademark Licenses does or may violate the rights of any third person, and (ii) there is no infringement by any Loan Party of the patent or trademark rights of others. Each of the Loan Parties shall have the duty to promptly notify the Administrative Agent of any such claim or infringement and the details thereof.

4.2. 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 Loan Party. 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 of the Loan Parties. Schedule C lists the material common law trademarks and common law trade names that are reasonably necessary for the operation of the business of each of the Loan Parties.

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

4.4. Each of the Loan Parties 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 Loan Party determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations. Any expenses incurred in connection with such applications and actions shall be borne by the Loan Parties. No Loan Party 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 Loan Party determines in its reasonable discretion that such patent application or trademark registration (other than for the term "Recology") is no longer material or useful to its business or operations.

4.5. Each of the Loan Parties 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 unless such Loan Party determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or 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 abandonment of defense against such claims. Until the Secured Obligations shall have been satisfied in full in cash (other than inchoate indemnity obligations), no Loan Party 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 of the Loan Parties 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 Loan Party's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Loan Party or its operations.

4.7. Each of the Loan Parties 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 Loan Party'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 of the Loan Parties 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 Loan Party 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 Loan Party, but shall not be required to, itself take such action in the name of such Loan Party, and such Loan Party hereby appoints the Administrative Agent the true and lawful attorney-in-fact of such Loan Party, for it and in its name, place and stead, on behalf of such Loan Party, 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 of the Loan Parties, net of costs and attorneys' fees reasonably incurred, to be applied to the Secured Obligations in accordance with §8.03 of the Credit Agreement.

5. **Additional Intellectual Property Collateral.** If any Loan Party 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 of the Loan Parties 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 of the Loan Parties 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 of the Loan Parties applied for and obtained hereafter.

6. Other Actions as to Intellectual Property Collateral.

6.1. Each of the Loan Parties 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, the Lenders and the other Agents their respective rights hereunder or in any of the Intellectual Property Collateral, and each of the Loan Parties hereby irrevocably authorizes the Administrative Agent or its designee, at such Loan Party's expense, to execute such documents, and file such financing statements with respect thereto with or without such Loan Party'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 of the Loan Parties 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 of the Loan Parties 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 of the Loan Parties as its lawful attorney-in-fact and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of each of the Loan Parties such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Administrative Agent may 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 of the Loan Parties at such Loan Party'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 of the Loan Parties copies of all such financing statements. The Administrative Agent may include reference to each of the Loan Parties, the Patents

and the Trademarks (and may utilize any logo or other distinctive symbol associated with each of the Loan Parties) 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 of the Loan Parties shall hold each of the Administrative Agent, the Lenders and the other Agents harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Lender or Agent (other than as a result of gross negligence or willful misconduct of the Administrative Agent, any Lender or any Agent) 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, subject to the Co-ownership Rights. The Administrative Agent shall give to each of the Loan Parties at least ten (10) Business Days' prior written notice (which each of the Loan Parties 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 of the Loan Parties 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 Secured Parties, subject to the Co-Ownership Rights.

7.3. To the extent permitted by applicable law, each of the Loan Parties 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, subject to the Co-ownership Rights.

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 Secured 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, each of the Loan Parties 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 rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each of the Loan Parties 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 Secured 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 Secured 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 of the Loan Parties 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 Secured Obligations and any collateral therefor, each of the Loan Parties 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 Secured Party 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. Loan Parties' Obligations Not Affected. The obligations of each of the Loan Parties 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 Secured 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 Secured Obligations; (c) any amendment to or modification of any instrument (other than this Agreement) securing any of the Secured 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 Secured Obligations or the release or discharge or termination of any security or other

assurances of payment or performance for any of the Secured Obligations; whether or not such Loan Party shall have notice or knowledge of any of the foregoing, such Loan Party hereby generally waiving all suretyship defenses to the extent applicable.

12. Expenses. The Loan Parties shall pay to the Administrative Agent on demand within ten (10) Business Days of such demand therefor any and all reasonable out-of-pocket expenses, including reasonable attorneys' fees and disbursements, reasonably incurred or paid by the Administrative Agent in protecting, preserving or enforcing the Administrative Agent's rights and remedies under or in respect of any of the Secured Obligations or any of the Intellectual Property Collateral in accordance with §11.04(a) and (e) of the Credit Agreement.

13. Release of Collateral. Each of the Loan Parties 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 hereby, and, in the case of Patents or Trademarks each of the Loan Parties 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 of the Loan Parties proposes to abandon so long as such Patent or Trademark is no longer useful to such Loan Party and is not material to the operations of such Loan Party, 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 Loan Parties enters into an agreement to consummate any disposition of stock or assets, merger, consolidation, amalgamation, investment, acquisition, dividend or distribution that such Loan Parties 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 Loan Parties to consummate such permitted transactions. In furtherance of the foregoing, the Loan Parties 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 Loan Parties 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 Loan Parties.

14. Relation to Security Agreement. Any and all rights and interests of the Administrative Agent (for the benefit of the Secured Parties) in and to the Patents and Trademarks (and any and all obligations of the Loan Parties 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 Loan Parties) in, to or with respect to the Intellectual Property 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 Loan Parties 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 SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER IN RESPECT OF ANY PARTICULAR INTELLECTUAL PROPERTY COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN §11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. Each of the parties hereto 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. Secured Hedge Agreements or Secured Cash Management Agreements. All obligations of each of the Loan Parties under or in respect of Secured Hedge Agreements (which are not prohibited under the terms of the Credit Agreement) or Secured Cash Management Agreements to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Secured Hedge Agreement or Secured Cash Management Agreement shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations.

No Person who obtains the benefit of any Lien by virtue of the provisions of this §17 shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Intellectual Property Collateral (including the release or impairment of any Intellectual Property Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Agreement by virtue of the provisions of this §17 shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Administrative Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Administrative Agent and Related Parties shall be entitled to all the rights, benefits and immunities conferred under Article IX of the Credit Agreement.

18. Reinstatement; Termination.

18.1 Reinstatement. The granting of a security interest in the Intellectual Property Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of any Loan Party, all as though such payment had not been made. The provisions of this §18.1 shall survive repayment of all of the Secured Obligations and the termination or expiration of this Agreement in any manner, including but not limited to termination upon occurrence of the Termination Date. For purposes of this Agreement, "Termination Date" means the date of which the following has occurred: (a) the termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than (x) contingent indemnification obligations or other obligations that by their terms expressly survive termination of the Aggregate Commitments and payment in full of all Secured Obligations and (y) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and (b) the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made).

18.2 Termination. Subject to the provisions of §18.1, this Agreement (as supplemented from time to time), and all obligations of the Loan Parties hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate without delivery of any instrument or performance of any act by any party on the Termination Date. Upon such termination of this Agreement, the Administrative Agent shall (and shall cause any of its agents holding any of such Intellectual Property Collateral to), at the Loan Parties' request and joint and several expense, (a) return such Intellectual Property Collateral in the possession or control of the Administrative Agent (or of its agent) as has not theretofore been disposed of pursuant to the provisions hereof, and (b) endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things reasonably required for the return of the Intellectual Property Collateral to the Loan Parties thereof and to evidence or document the release of the Administrative Agent's and the Lenders' interests arising under this Agreement.

19. 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 of the Loan Parties 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 of the Loan Parties acknowledges receipt of a copy of this Agreement.

20. 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 of the Loan Parties 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 of the Loan Parties (a) certifies that none of the Agents, Lenders or 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 other Agents and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

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 Loan Parties and the Administrative Agent.

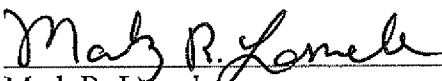
[Signatures on next page]

IN WITNESS WHEREOF, each of the Loan Parties has caused this Agreement to be executed by its duly authorized officer as of this 12th day of April, 2013.

RECOLOGY INC.

By: Mark R. Lomele
Mark R. Lomele
Senior Vice President and
Chief Financial Officer

CALIFORNIA TRANSLOAD, INC.
CD SALES, LLC
CLEANSCAPES, INC.
CLEANSCAPES SF
ENVIROCAL, INC.
GOLDEN GATE DISPOSAL & RECYCLING
COMPANY
JUNGO LAND & INVESTMENTS, INC.
RECOLOGY AMERICAN CANYON
RECOLOGY ASHLAND SANITARY SERVICE INC.
RECOLOGY AUBURN PLACER
RECOLOGY BUTTE COLUSA COUNTIES
RECOLOGY CARSON CITY INC.
RECOLOGY CRESTLINE INC.
RECOLOGY DEL NORTE
RECOLOGY DIXON
RECOLOGY EAST BAY
RECOLOGY EAST BAY ORGANICS
RECOLOGY ENVIRONMENTAL SERVICES
RECOLOGY ENVIRONMENTAL SOLUTIONS INC.
RECOLOGY GROVER ENVIRONMENTAL
PRODUCTS
RECOLOGY HAY ROAD
RECOLOGY HUMBOLDT COUNTY
RECOLOGY LEASING INC.
RECOLOGY MOUNTAIN VIEW
RECOLOGY NEVADA INC.
RECOLOGY OAKLAND
RECOLOGY OF THE COAST
RECOLOGY OREGON INC.
RECOLOGY OREGON COMPOST INC.

By: 
Mark R. Lomele
Senior Vice President and
Chief Financial Officer

RECOLOGY OREGON RECOVERY INC.
RECOLOGY OREGON SERVICE CENTER INC.
RECOLOGY OSTROM ROAD
RECOLOGY PACHECO PASS
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RECOLOGY SOUTH VALLEY
RECOLOGY STOCKTON
RECOLOGY SUSTAINABLE SOLUTIONS
RECOLOGY VACAVILLE SOLANO
RECOLOGY VACUUM SYSTEMS
RECOLOGY VALLEJO
RECOLOGY VALLEY VIEW INC.
RECOLOGY WASHINGTON INC.
RECOLOGY WASTE SOLUTIONS
RECOLOGY YUBA-SUTTER
SUNSET SCAVENGER COMPANY
WEST COAST RECYCLING CO.
WESTERN OREGON WASTE INC.
WESTERN OREGON WASTE-COAST, INC.
WESTERN OREGON WASTE-NORTH COAST
COLLECTION, INC.
WESTERN OREGON WASTE-TRANSFER STATION,
INC.
WESTERN OREGON WASTE-VALLEY, INC.
WESTERN OREGON WASTE-VALLEY RECOVERY
ZONE, INC.

By: 
Mark R. Lomele
Senior Vice President and
Chief Financial Officer

Accepted:

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

By:



Name: Maria F. Maia
Title: Managing Director

STATE OF CALIFORNIA)

COUNTY OF San Francisco

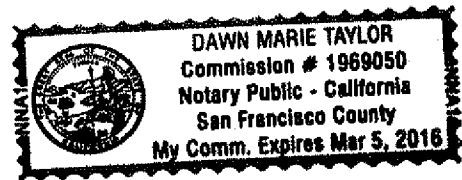
On April 10, 2013, before me, Dawn Marie Taylor, NOTARY PUBLIC, personally appeared MARK R. LOWME, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dawn Marie Taylor



(Seal)

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Date Filed	Appl Serial No.	Issue Date	Patent No	Status	Title	Inventors	Assignee
30-Apr-03	10/427,454	21-Mar-06	7,015,028	Issued	PROCESS FOR TREATMENT OF ORGANIC WASTE MATERIALS	Chris Choate, Paul A Sherman, Ruihong Zhang	Recology Environmental Solutions Inc. ¹
6-Jan-05	11/031,218	8-Jan-08	7,316,921	Issued	ORGANIC WASTE MATERIAL TREATMENT SYSTEM	Chris Choate, Paul A Sherman, Ruihong Zhang	Recology Environmental Solutions Inc. ²
20-Mar-06	11/385,098			Pending	SYSTEMS AND PROCESSES FOR TREATMENT OF ORGANIC WASTE MATERIAL	Chris Choate	Recology Inc.
24-Jul-06	11/492,258	26-Jul-11	7,985,577	Issued	SYSTEMS AND PROCESSES FOR TREATMENT OF ORGANIC WASTE MATERIALS WITH A BIOMIXER	Chris Choate	Recology Inc.
25-Jun-07	11/821,854	7-Jun-11	7,955,839	Issued	SYSTEMS AND METHODS FOR CONVERTING ORGANIC WASTE MATERIALS INTO USEFUL PRODUCTS	Chris Choate, James H Lord	Recology Inc.

¹Ruihong Zhang has not assigned over her interest in the patent and, as of the Closing Date, is a joint-owner of the patent.

²Ruihong Zhang has not assigned over her interest in the patent and, as of the Closing Date, is a joint-owner of the patent.

Date Filed	Appl Serial No.	Issue Date	Patent No	Status	Title	Inventors	Assignee
26-Jun-07	2592214	10-May-10	2,592,214	Issued (Canada)	SYSTEMS AND METHODS FOR CONVERTING ORGANIC WASTE MATERIALS INTO USEFUL PRODUCTS	Chris Choate, James H Lord	Recology Inc.
15-Jun-07	2592059	22-Dec-09	2592059	Issued (Canada)	BIOMECHANICAL DEVICE FOR PRODUCING A BIOMASS	Chris Choate, James H Lord	Recology Inc.
10-Oct-08	12/287,519	12-Oct-2010	7811456	Issued	SYSTEMS AND METHODS FOR COMBINING AND CONVERTING SOLID AND LIQUID ORGANIC WASTE MATERIALS INTO USEFUL PRODUCTS	Chris Choate, James H Lord	Recology Inc.

PATENT LICENSES

None.

**SCHEDULE B TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Owner	Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Class(es)
Recology Inc.	United States of America (USA)	Misc. Design (Black & White Norcal Logo)	75060508	2/21/1996	2045782	3/18/1997	37, 40, 42
Recology Inc.	United States of America (USA)	Misc. Design (R stylized)	77706131	4/3/2009	3948346	4/19/2011	37, 39, 40, 41, 42, 44
Recology Inc.	United States of America (USA)	Misc. Design (Red Norcal Logo)	75060422	2/21/1996	2043305	3/11/1997	37, 40, 42
Recology Inc.	United States of America (USA)	NORCAL	74698346	7/7/1995	1978424	6/4/1996	37, 40, 42
Recology Inc.	United States of America (USA)	NORCAL WASTE SYSTEMS, INC.	75153129	8/20/1996	2085872	8/5/1997	37, 40, 42
Recology Inc.	United States of America (USA)	PEOPLE SERVICE ENVIRONMENT and Design	74699515	7/7/1995	1975059	5/21/1996	37, 40, 42
Recology Inc.	United States of America (USA)	RECYCLE CENTRAL	75275268	4/16/1997	2464079	6/26/2001	37, 40, 42
Recology Inc.	United States of America (USA)	Misc. Design (R stylized)	77706131	4/3/2009	3948346	4/19/2011	37, 39, 40, 41, 42, 44
Recology Inc.	United States of America (USA)	RECOLOGY	77651556	1/16/2009	3955290	5/3/2011	37, 39, 40, 41, 42, 44

Registered Owner	Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Class(es)
Recology Inc.	United States of America (USA)	Misc. Design – Tagline Chinese characters (“Maximize the Potential of Waste for Tomorrow	85388169	8/3/2011			37,39,40, 41
Recology Inc.	United States of America (USA)	Green Resources Reborn - Chinese	85388128	8/3/2011			37,39,40, 41
Recology Inc.	United States of America (USA)	Four Course	78235362	4/8/2003	2944999	4/26/2005	1
Golden Gate Disposal	California	Golden Gate Disposal		7/30/2008	64803	7/30/2008	40
Sunset Scavenger	California	Sunset Scavenger		7/30/2008	64804	7/30/2008	40
Registered Owner	Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Class(es)
Cleanscapes, Inc.	United States of America (USA)	BEYOND WASTE	77190732	5/25/2007	3623566	5/19/2009	39
Cleanscapes, Inc.	United States of America (USA)	CLEANSCAPES w/design 	78520358	11/19/2004	3076071	4/4/2006	37, 39, 40

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**

Various “shrink-wrap” software licenses

Unregistered Trademark:

Waste Zero

Tradenames:

<u>Entity</u>	<u>Trade Name</u>
Golden Gate Disposal & Recycling Company	Golden Gate Debris Box Service Recology Debris Box Service Recology Golden Gate
Recology Auburn Placer Recology Crestline Inc.	Recology Sacramento Lincoln County Disposal & Recycling Recology Lincoln County
Recology Environmental Solutions Inc.	The Compost Store
Recology Hay Road	Jepson Prairie Organics
Recology Inc. Recology Oregon Compost Inc.	Recology Compost Oregon Nature's NeedsNW Greenlands-Aumsville NW Greenlands-Salem Wood Waste
Recology Pacheco Pass	South Valley Organics
Recology San Bruno Recology San Francisco	Recology Peninsula Services
Recology South Bay	Recycle Central @ Pier 96 Recology San Francisco Recology Silicon Valley Recology Cupertino Recology Los Altos Recology Santa Clara
Recology South Valley	Recology San Benito County

Entity

Trade Name

Recology Waste Solutions

San Martin Transfer Station

Recology Yuba-Sutter
Sunset Scavenger Company

Recology/Engineering & Construction Services
Feather River Organics
RecycleMyJunk.com
Recology Sunset Scavenger

West Coast Recycling Co.
Western Oregon Waste, Inc.

Recology Shredding & Destruction Services
Western Oregon Waste

Western Oregon Waste-Coast, Inc.

Excel Service & Recycling
Sunset Empire Refuse & Recycling
WOW-Coast

Western Oregon Waste-North Coast
Collection, Inc.
Western Oregon Waste-Transfer Station, Inc.

Clatsop Refuse & Recycling
WOW-North Coast Collection
Clatsop Transfer & Disposal
WOW-Coast Recovery Zone
WOW-Transfer Station
Western Oregon Waste-Coast Recovery Zone

Western Oregon Waste-Valley Recovery Zone,
Inc.

Northwest Greenlands
NW Greenlands
NW Greenlands-McMinnville
Western Oregon Waste-Greenlands
WOW-Valley Recovery Zone
Yamhill Valley MRF

Western Oregon Waste-Valley, Inc.

McMinnville City Sanitary Service
WOW-Valley
City Sanitary & Recycling Service
Golden Gate Debris Box Service
Recology Debris Box Service
Recology Golden Gate

Golden Gate Disposal & Recycling Company

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 April, 2013.

RECOLOGY INC.

By: _____

Mark R. Lomele
Senior Vice President and
Chief Financial Officer

CALIFORNIA TRANSLOAD, INC.
CD SALES, LLC
CLEANSCAPES, INC.
CLEANSCAPES SF
ENVIROCAL, INC.
GOLDEN GATE DISPOSAL & RECYCLING
COMPANY
JUNGO LAND & INVESTMENTS, INC.
RECOLOGY AMERICAN CANYON
RECOLOGY ASHLAND SANITARY SERVICE INC.
RECOLOGY AUBURN PLACER
RECOLOGY BUTTE COLUSA COUNTIES
RECOLOGY CARSON CITY INC.
RECOLOGY CRESTLINE INC.
RECOLOGY DEL NORTE
RECOLOGY DIXON
RECOLOGY EAST BAY
RECOLOGY EAST BAY ORGANICS
RECOLOGY ENVIRONMENTAL SERVICES
RECOLOGY ENVIRONMENTAL SOLUTIONS INC.
RECOLOGY GROVER ENVIRONMENTAL
PRODUCTS
RECOLOGY HAY ROAD
RECOLOGY HUMBOLDT COUNTY
RECOLOGY LEASING INC.
RECOLOGY MOUNTAIN VIEW
RECOLOGY NEVADA INC.
RECOLOGY OAKLAND
RECOLOGY OF THE COAST
RECOLOGY OREGON INC.
RECOLOGY OREGON COMPOST INC.

By: _____

Mark R. Lomele
Senior Vice President and
Chief Financial Officer

RECOLOGY OREGON RECOVERY INC.
RECOLOGY OREGON SERVICE CENTER INC.
RECOLOGY OSTROM ROAD
RECOLOGY PACHECO PASS
RECOLOGY PORTLAND INC.
RECOLOGY PROPERTIES INC.
RECOLOGY SAN BRUNO
RECOLOGY SAN FRANCISCO
RECOLOGY SAN JOSE
RECOLOGY SAN MATEO COUNTY
RECOLOGY SERVICE CENTER
RECOLOGY SERVICE CENTER NORTH
RECOLOGY SERVICES
RECOLOGY SOUTH BAY
RECOLOGY SOUTH VALLEY
RECOLOGY STOCKTON
RECOLOGY SUSTAINABLE SOLUTIONS
RECOLOGY VACAVILLE SOLANO
RECOLOGY VACUUM SYSTEMS
RECOLOGY VALLEJO
RECOLOGY VALLEY VIEW INC.
RECOLOGY WASHINGTON INC.
RECOLOGY WASTE SOLUTIONS
RECOLOGY YUBA-SUTTER
SUNSET SCAVENGER COMPANY
WEST COAST RECYCLING CO.
WESTERN OREGON WASTE INC.
WESTERN OREGON WASTE-COAST, INC.
WESTERN OREGON WASTE-NORTH COAST
COLLECTION, INC.
WESTERN OREGON WASTE-TRANSFER STATION,
INC.
WESTERN OREGON WASTE-VALLEY, INC.
WESTERN OREGON WASTE-VALLEY RECOVERY
ZONE, INC.

By: _____
Mark R. Lomele
Senior Vice President and
Chief Financial Officer

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 CALIFORNIA)
COUNTY OF _____)

On _____, 2013, before me, _____,
NOTARY PUBLIC, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**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>

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 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 April, 2013.

RECOLOGY INC.

By: _____

Mark R. Lomele
Senior Vice President and
Chief Financial Officer

CALIFORNIA TRANSLOAD, INC.
CD SALES, LLC
CLEANSCAPES, INC.
CLEANSCAPES SF
ENVIROCAL, INC.
GOLDEN GATE DISPOSAL & RECYCLING
COMPANY
JUNGO LAND & INVESTMENTS, INC.
RECOLOGY AMERICAN CANYON
RECOLOGY ASHLAND SANITARY SERVICE INC.
RECOLOGY AUBURN PLACER
RECOLOGY BUTTE COLUSA COUNTIES
RECOLOGY CARSON CITY INC.
RECOLOGY CRESTLINE INC.
RECOLOGY DEL NORTE
RECOLOGY DIXON
RECOLOGY EAST BAY
RECOLOGY EAST BAY ORGANICS
RECOLOGY ENVIRONMENTAL SERVICES
RECOLOGY ENVIRONMENTAL SOLUTIONS INC.
RECOLOGY GROVER ENVIRONMENTAL
PRODUCTS
RECOLOGY HAY ROAD
RECOLOGY HUMBOLDT COUNTY
RECOLOGY LEASING INC.
RECOLOGY MOUNTAIN VIEW
RECOLOGY NEVADA INC.
RECOLOGY OAKLAND
RECOLOGY OF THE COAST
RECOLOGY OREGON INC.
RECOLOGY OREGON COMPOST INC.

By: _____

Mark R. Lomele
Senior Vice President and
Chief Financial Officer

RECOLOGY OREGON RECOVERY INC.
RECOLOGY OREGON SERVICE CENTER INC.
RECOLOGY OSTROM ROAD
RECOLOGY PACHECO PASS
RECOLOGY PORTLAND INC.
RECOLOGY PROPERTIES INC.
RECOLOGY SAN BRUNO
RECOLOGY SAN FRANCISCO
RECOLOGY SAN JOSE
RECOLOGY SAN MATEO COUNTY
RECOLOGY SERVICE CENTER
RECOLOGY SERVICE CENTER NORTH
RECOLOGY SERVICES
RECOLOGY SOUTH BAY
RECOLOGY SOUTH VALLEY
RECOLOGY STOCKTON
RECOLOGY SUSTAINABLE SOLUTIONS
RECOLOGY VACAVILLE SOLANO
RECOLOGY VACUUM SYSTEMS
RECOLOGY VALLEJO
RECOLOGY VALLEY VIEW INC.
RECOLOGY WASHINGTON INC.
RECOLOGY WASTE SOLUTIONS
RECOLOGY YUBA-SUTTER
SUNSET SCAVENGER COMPANY
WEST COAST RECYCLING CO.
WESTERN OREGON WASTE INC.
WESTERN OREGON WASTE-COAST, INC.
WESTERN OREGON WASTE-NORTH COAST
COLLECTION, INC.
WESTERN OREGON WASTE-TRANSFER STATION,
INC.
WESTERN OREGON WASTE-VALLEY, INC.
WESTERN OREGON WASTE-VALLEY RECOVERY
ZONE, INC.

By: _____
Mark R. Lomele
Senior Vice President and
Chief Financial Officer

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 CALIFORNIA)

COUNTY OF _____)

On _____, 2013, before me, _____,
NOTARY PUBLIC, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**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