

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Synagro Technologies, Inc.		08/22/2013	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
Name:	Royal Bank of Canada
Street Address:	4th Floor
Internal Address:	20 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Administrative Agent: CANADA

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Registration Number:	2467138	SYNAGRO
Registration Number:	2448768	SYNAGRO
Registration Number:	2595501	SYNAGRO

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2123108007
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2123108000
Email:	sarah.davis@weil.com, brian.lee@weil.com
Correspondent Name:	Sarah Davis
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	44114.0010/ S. DAVIS
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CH \$90.00 2467138

**DOMESTIC REPRESENTATIVE**

**Name:** Royal Bank of Canada  
**Address Line 1:** 3 World Financial Center  
**Address Line 2:** 200 Vesey Street  
**Address Line 4:** New York, NEW YORK 10281

<b>NAME OF SUBMITTER:</b>	Sarah Davis
<b>Signature:</b>	/Sarah Davis/
<b>Date:</b>	08/26/2013

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 22, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by and among Synagro Technologies, Inc. (the **Grantor**) and Royal Bank of Canada, as administrative agent (in such capacity, the **Administrative Agent**).

Reference is made to (a) the Credit Agreement dated as of August 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Credit Agreement**), among Synagro Infrastructure Company, Inc. (**Infrastructure AcquisitionCo**), Synagro Drilling, Inc. (**Drilling AcquisitionCo**), Synagro Rail, Inc. (**Rail AcquisitionCo**, collectively with Infrastructure AcquisitionCo and Drilling AcquisitionCo, the **Borrowers**), STI Infrastructure S.à r.l., the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Collateral Agreement**), among the Borrowers, Whitmarsh Infrastructure Acquisition, Inc., Whitmarsh Drilling Acquisition, Inc., Whitmarsh Rail Acquisition, Inc., the other Initial Grantors, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

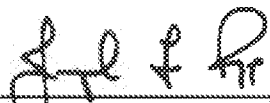
1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.
2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the **Security Interest**) in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the **Trademark Collateral**). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.
3. **Collateral Agreement.** The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.
4. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile

or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNAGRO TECHNOLOGIES, INC.

By:   
Name: Joseph L. Page  
Title: Executive Vice President, CAO and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005097 FRAME: 0721

ROYAL BANK OF CANADA,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **Susan Khokher**  
**Manager, Agency**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT****TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>MARK</b>	<b>MARK</b>	<b>CURRENT RECORDED OWNERSHIP ENTITY</b>	<b>APPLN NO./ DATE</b>	<b>REG. NO./ DATE</b>	<b>REGISTER</b>	<b>Type of Mark</b>
SYNAGRO	Typed Drawing	SYNAGRO TECHNOLOGIES, INC	75/791,915 09/02/1999	2,467,138 07/10/2001	Federal Principal Register	Service Mark
SYNAGRO	Typed Drawing	SYNAGRO TECHNOLOGIES, INC	75/791,914 09/02/1999	2,448,768 05/08/2001	Federal Principal Register	Service Mark
SYNAGRO	Typed Drawing	SYNAGRO TECHNOLOGIES, INC	76/088,326 07/10/2000	2,595,501 07/16/2002	Federal Principal Register	Service Mark