

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASELLA WASTE SYSTEMS, INC.		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as agent		
Street Address:	225 Franklin Street, MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4583175	A GREENER SOLUTION	
Registration Number:	4356561	BIOMIX	
Registration Number:	3494839	CASELLA	
Registration Number:	3494840	CASELLA	
Registration Number:	3439611	CASELLA	
Registration Number:	4511691	CASELLA ORGANICS	
Registration Number:	3029823	EARTHLIFE	
Registration Number:	4451892	FERTILIMER	
Registration Number:	4444486	FIBERBED	
Registration Number:	4451891	FIBERLIME	
Registration Number:	3607065	GIVING RESOURCES NEW LIFE	
Registration Number:	3607066	GIVING RESOURCES NEW LIFE	
Registration Number:	4085114	HOW RECYCLING GETS DONE	
Registration Number:	4309583	HOW TRASH AND RECYCLING GETS DONE	
Registration Number:	4514369		
Registration Number:	4514371		
Registration Number:	2636349	NEW ENGLAND ORGANICS	
Registration Number:	4289920	PUTTING WASTE TO WORK	
Registration Number:	4265566	PUTTING WASTE TO WORK	
TRADEMARK			

OP \$815.00 4583175

Property Type	Number	Word Mark
Registration Number:	3330665	SEED
Registration Number:	3345530	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345528	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3432844	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345529	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345532	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345531	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3655681	ZERO-SORT
Registration Number:	4078141	ZERO-SORT
Registration Number:	3655680	ZERO-SORT
Registration Number:	4218646	ZERO-SORT HOW RECYCLING GETS DONE
Registration Number:	4180262	ZERO-SORT HOW RECYCLING GETS DONE
Registration Number:	4180263	ZERO-SORT HOW RECYCLING GETS DONE

CORRESPONDENCE DATA

Fax Number: 2149326499
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2068279-5000
NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	03/03/2015

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2015 (this "Trademark Security Agreement"), by CASELLA WASTE SYSTEMS, INC., a Delaware corporation (the "Company") and each Subsidiary of the Company identified on the signature pages hereof (such Subsidiaries, together with the Company are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Loan Agreement, as hereinafter defined ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantors, the Agent and the Lenders, and in order to obtain the benefits referred to therein, each Grantor has granted to Agent, on behalf of itself and the other Secured Parties, a security interest in substantially all of Grantor's personal property and assets, including, without limitation, the Collateral referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, each Grantor has agreed to execute this Trademark Security Agreement in respect of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and Agent agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) (i) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (ii) any reissues, extensions or renewals of any Marks, (iii) the goodwill of the business symbolized by or associated with the Marks, (iv) all domain names, (v) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (vi) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the

Marks and damages, claims, payments and recoveries for past, present or future infringement and (vii) any rights to sue for past, present and future infringements of the Marks, as set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to the Loan Agreement and this Trademark Security Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the “Trademarks”); and

(b) any and all proceeds of the foregoing; provided, however that the Trademark Collateral shall not include any Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. The pledge and collateral assignment of, and the grant of a security interest in, the Trademark Collateral by each of the Grantors under this Trademark Security Agreement secures the payment of all Obligations (other than unasserted contingent indemnity claims or unasserted claims based on provisions in the Loan Documents that survive the repayment of the Obligations) of the Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. COVENANTS.

(a) If, before Full Payment, any Grantor obtains rights to any new Trademarks, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to Agent prompt notice thereof in writing. Without limiting the Grantor’s obligations under this paragraph, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

(b) Any expenses incurred in connection with prosecution, registration and maintenance of the Trademarks shall be borne by the Grantors. Each Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable.

(c) If any Grantor fails to comply with any of the foregoing provisions of this Section 3, Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at the Grantor’s expense, and each Grantor hereby agrees to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of the Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

(d) During the continuation of an Event of Default, Grantors shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to

the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantors engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, Agent shall have the right (but shall not be obligated) during the continuation of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

5. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GRANTS, RIGHTS AND REMEDIES. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. GOVERNING LAW. **UNLESS EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.**

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTORS:

CASELLA WASTE SYSTEMS, INC.

By: Edmond R. Coletta

Name: Edmond R. Coletta

Title: Senior Vice President and
Chief Financial Officer

CASELLA WASTE MANAGEMENT, INC.

NEW ENGLAND WASTE SERVICES OF ME, INC.

By: Edmond R. Coletta

Name: Edmond R. Coletta

Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Bailey E. Falls


Name: Bailey E. Falls

Title: Senior Vice President

SCHEDULE A




Trademarks

TRADEMARKS

TRADEMARK	OWNER	STATUS IN TRADEMARK OFFICE	REGISTRATION NUMBER	REGISTRATION DATE
A GREENER SOLUTION	Casella Waste Systems, Inc.	Registered	4,583,175	8/12/2014
BIOMIX	New England Waste Services of ME., Inc.	Registered	4,356,561	6/25/2013
CASELLA	Casella Waste Systems, Inc.	Registered	3,494,839	9/2/2008
CASELLA	Casella Waste Systems, Inc.	Registered	3,494,840	9/2/2008
CASELLA	Casella Waste Systems, Inc.	Registered	3,439,611	6/3/2008
CASELLA ORGANICS and design 	New England Waste Services of ME., Inc.	Registered	4,511,691	4/8/2014
EARTHLIFE	Casella Waste Systems, Inc.	Registered	3,029,823	12/13/2005
FERTILIMER	New England Waste Services of ME., Inc.	Registered	4,451,892	12/17/2013
FIBERBED	New England Waste Services of ME., Inc.	Registered	4,444,486	12/3/2013
FIBERLIME	New England Waste Services of ME., Inc.	Registered	4,451,891	12/17/2013
GIVING RESOURCES NEW LIFE	Casella Waste Systems, Inc.	Registered	3,607,065	4/14/2009
GIVING RESOURCES NEW LIFE	Casella Waste Systems, Inc.	Registered	3,607,066	4/14/2009
HOW RECYCLING GETS DONE	Casella Waste Systems, Inc.	Registered	4,085,114	1/10/2012
HOW TRASH AND RECYCLING GETS DONE	Casella Waste Systems, Inc.	Registered	4,309,583	3/26/2013
MISCELLANEOUS DESIGN	Casella Waste Systems, Inc.	Registered	4,514,369	4/15/2014

				
MISCELLANEOUS DESIGN 	Casella Waste Systems, Inc.	Registered	4,514,371	4/15/2014
NEW ENGLAND ORGANICS and design 	New England Waste Services of ME., Inc.	Registered	2,636,349	10/15/2002
PUTTING WASTE TO WORK	Casella Waste Systems, Inc.	Registered	4,289,920	2/12/2013
PUTTING WASTE TO WORK	Casella Waste Systems, Inc.	Registered	4,265,566	12/25/2012
	Casella Waste Management, Inc.	Registered in New Hampshire		7/17/1995
	Casella Waste Management, Inc.	Renewed in Massachusetts	51,473	7/17/1995
SEED	Casella Waste Systems, Inc.	Registered	3,330,665	11/6/2007
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (black and white) 	Casella Waste Systems, Inc.	Registered	3,345,530	11/27/2007
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (color) 	Casella Waste Systems, Inc.	Registered	3,345,528	11/27/2007
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (color)	Casella Waste Systems, Inc.	Registered	3,432,844	5/20/2008

				
<p>SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (color)</p> 	Casella Waste Systems, Inc.	Registered	3,345,529	11/27/2007
<p>SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (black and white)</p> 	Casella Waste Systems, Inc.	Registered	3,345,532	11/27/2007
<p>SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (black and white)</p> 	Casella Waste Systems, Inc.	Registered	3,345,531	11/27/2007
<p>SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (black and white)</p> 	Casella Waste Systems, Inc.	Registered (Canada)	732,753	1/20/2009
<p>SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT and design (color)</p> 	Casella Waste Systems, Inc.	Registered (Canada)	732,225	1/13/2009
<p>ZERO-SORT</p>	Casella Waste Systems, Inc.	Registered	3,655,681	7/14/2009
<p>ZERO-SORT</p>	Casella Waste Systems,	Registered	4,078,141	12/27/2011

	Inc.			
ZERO-SORT	Casella Waste Systems, Inc.	Registered	3,655,680	7/14/2009
ZERO-SORT HOW RECYCLING GETS DONE and design (black and white) 	Casella Waste Systems, Inc.	Registered	4,218,646	10/2/2012
ZERO-SORT HOW RECYCLING GETS DONE and design (green) 	Casella Waste Systems, Inc.	Registered	4,180,262	7/24/2012
ZERO-SORT HOW RECYCLING GETS DONE and design (green) 	Casella Waste Systems, Inc.	Registered	4,180,263	7/24/2012

TRADEMARK APPLICATIONS

None.