

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409105

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GFL ENVIRONMENTAL INC.		09/30/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL, AS COLLATERAL AGENT		
<b>Street Address:</b>	ADMINISTRATIVE AGENT BANK SERVICES		
<b>Internal Address:</b>	234 SIMCOE STREET		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5T 1T4		
<b>Entity Type:</b>	BANK: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4394608	GFL GREEN FOR LIFE	
<b>Registration Number:</b>	3070446	RIZZO	
<b>Registration Number:</b>	4468790	RIZZO ENVIRONMENTAL SERVICES	
<b>Registration Number:</b>	3167435	RIZZO SERVICES	
<b>Registration Number:</b>	3996255	ROYAL OAK RECYCLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>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.</i>			
<b>Phone:</b>	(212) 455-2128		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Derek Stueben, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	008330/0366		
<b>NAME OF SUBMITTER:</b>	DEREK STUEBEN		
<b>SIGNATURE:</b>	/ds/		
<b>DATE SIGNED:</b>	12/15/2016		

CH \$140.00 4394608

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 30, 2016, is made by the Grantors identified on the signature page below (each, a “**Grantor**”), in favor of BANK OF MONTREAL, as the collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties. Unless otherwise defined herein, terms defined in the Credit Agreement (as defined below) and used herein have the meaning given to them in the Credit Agreement.

**WHEREAS**, pursuant to the Third Amended and Restated Credit Agreement, dated as of September 30, 2016, by and among, inter alios, GFL Environmental Inc., a corporation amalgamated and existing under the laws of Ontario, as the Borrower (“**Borrower**”), the Lenders from time to time party thereto and the Collateral Agent, as administrative agent and collateral agent for the Lenders, and the other agents and parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower;

**WHEREAS**, in connection with the Credit Agreement, each Grantor is party to a General Security Agreement, dated as of June 18, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among, inter alios, Borrower, each Grantor and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in all IP Rights, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement;

**WHEREAS**, the Collateral Agent is party to a First Lien Intercreditor Agreement, dated as of September 30, 2016 (the “**Intercreditor Agreement**”), which was acknowledged and agreed by the Borrower and each Grantor; and

**WHEREAS**, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby pledges, and grants to the Collateral Agent, for the benefit of the Secured Parties, and to secure the payment and discharge of all Obligations of the Grantors, a security interest in all of such Grantor’s right, title and interest in and to all of the trademark registrations and applications set forth on Schedule A annexed hereto (collectively, the “**Trademark Collateral**”):

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, Security Agreement and the Intercreditor Agreement. All of the terms of the Credit Agreement, the Security Agreement and the Intercreditor Agreement are hereby incorporated by reference. In the event that any

provision of this Agreement is deemed to conflict with the Credit Agreement, Security Agreement or the Intercreditor Agreement, the provisions of the Credit Agreement, Security Agreement or the Intercreditor Agreement (as applicable) shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the date first written above.

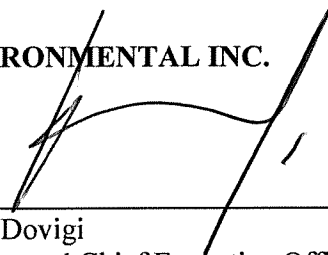
Address:

GFL Environmental Inc.  
Scotiabank Plaza, 5002-40 King Street West,  
Toronto ON M5H 3Y2

Attention: Chief Executive Officer

Telecopier: 416-673-9380

**GFL ENVIRONMENTAL INC.**  
as Grantor

By:   
Patrick Dovigi  
President and Chief Executive Officer

Address:

Bank of Montreal  
Administrative Agent Bank Services  
234 Simcoe Street  
Toronto, Ontario M5T 1T4

Attention: Manager  
Administrative Agent Bank  
Services

Telecopier: 416-598-6218

**BANK OF MONTREAL**  
as Agent

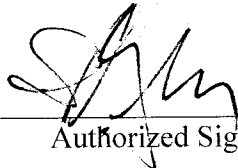
By: \_\_\_\_\_  
Authorized Signing Officer

Bank of Montreal  
Administrative Agent Bank Services  
234 Simcoe Street  
Toronto, Ontario M5T 1T4

Attention: Manager  
Administrative Agent Bank  
Services

Telecopier: 416-598-6218

**BANK OF MONTREAL**  
as Collateral Agent

By:  \_\_\_\_\_  
Authorized Signing Officer

*[Signature Page to US (Revolver) Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005948 FRAME: 0702**

**SCHEDULE A**  
to  
TRADEMARK SECURITY AGREEMENT  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registrations

<b>Registered Owner</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Jurisdiction</b>
GFL Environmental Inc.	GFL GREEN FOR LIFE & design	4394608	U.S.
Rizzo Environmental Services, Inc.	RIZZO	3070446	U.S.
Rizzo Environmental Services, Inc.	RIZZO ENVIRONMENTAL SERVICES	4468790	U.S.
Rizzo Environmental Services, Inc.	RIZZO SERVICES	3167435	U.S.
Rizzo Recycling Services, LLC	ROYAL OAK RECYCLING & design	3996255	U.S.

Applications

None.

Licenses under which a Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.