

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446229

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Waste Industries USA, Inc.		09/28/2017	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3619126	WE'RE PART OF EVERYDAY LIFE...MAKE US PA	
<b>Registration Number:</b>	3489395	THINK SERVICE !	
<b>Registration Number:</b>	2292055		
<b>Registration Number:</b>	4875126	FULL CIRCLE PROJECT	
<b>Registration Number:</b>	4914371	FULL CIRCLE PROJECT	
<b>Serial Number:</b>	86527053	WASTE INDUSTRIES WELCOME TO A CLEANER WO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Melony Sot		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F173117 TM		
<b>NAME OF SUBMITTER:</b>	Alan Delaney		
<b>SIGNATURE:</b>	/Alan Delaney/		

OP \$165.00 3619126

<b>DATE SIGNED:</b>	10/06/2017
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2017, made by WASTE INDUSTRIES USA, INC., a North Carolina corporation and WASTE INDUSTRIES PROPERTY CO., LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as the collateral agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Credit Agreement, dated as of September 28, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WRANGLER INTERMEDIATE CORP., a Delaware corporation ("Holdings"), WRANGLER BUYER CORP., a Delaware corporation (the "Borrower"), each Lender party thereto from time to time, Barclays Bank PLC, as the Administrative Agent, Collateral Agent and L/C Issuer and the other parties thereto from time to time.

WHEREAS, the Grantors are party to a Security Agreement, dated as of September 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest; provided that notwithstanding the foregoing or any other provision of this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any, and no Security Interest shall be granted in any, Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other

electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all documents (including, but not limited, to an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement) and perform all actions specified in Sections 7.13(d) and (e) of the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

WASTE INDUSTRIES USA, INC.  
WASTE INDUSTRIES PROPERTY CO., LLC,  
each as Grantor

By: 

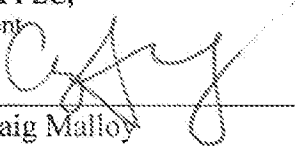
Name: D. Stephen Grissom

Title: Chief Financial Officer

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as the Collateral Agent

By: \_\_\_\_\_

  
Name: Craig Malloy  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006176 FRAME: 0342**

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

**UNITED STATES TRADEMARKS:**

Applications –

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
WASTE INDUSTRIES USA, INC.	86527053	WASTE INDUSTRIES WELCOME TO A CLEANER WORLD!

Registrations –

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
WASTE INDUSTRIES USA, INC.	3619126	WE'RE PART OF EVERYDAY LIFE...MAKE US PART OF YOURS
WASTE INDUSTRIES USA, INC.	3489395	THINK SERVICE !
WASTE INDUSTRIES PROPERTY CO., LLC	2292055	Design Only
WASTE INDUSTRIES USA, INC.	4875126	FULL CIRCLE PROJECT
WASTE INDUSTRIES USA, INC.	4914371	FULL CIRCLE PROJECT