

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM479100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		06/22/2018	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4394608	GFL GREEN FOR LIFE	
Registration Number:	3070446	RIZZO	
Registration Number:	4468790	RIZZO ENVIRONMENTAL SERVICES	
Registration Number:	3167435	RIZZO SERVICES	
Registration Number:	3996255	ROYAL OAK RECYCLING	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177738		
NAME OF SUBMITTER:	Alan Delaney		
SIGNATURE:	/Alan Delaney/		
DATE SIGNED:	06/22/2018		

OP \$140.00 4394608

Total Attachments: 6

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ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Assignment”), effective as of June 22, 2018, is made by BARCLAYS BANK PLC, as Collateral Agent (in such capacity, the “Existing Agent”) and CITIBANK, N.A., as successor Collateral Agent (in such capacity, the “Successor Agent”) in connection with (i) the General Security Agreement entered into by each Debtor party thereto and the Existing Agent (the “GSA”) and (ii) the TRADEMARK SECURITY AGREEMENT, entered into by GFL ENVIRONMENTAL INC., GFL ENVIRONMENTAL USA INC. (FORMERLY RIZZO ENVIRONMENTAL SERVICES, INC.), and GFL ENVIRONMENTAL RECYCLING LLC (FORMERLY RIZZO RECYCLING SERVICES, LLC) (each a, “Grantor”) and the Existing Agent, dated as of September 30, 2016 (the “Trademark Security Agreement”). Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the GSA or the Trademark Security Agreement, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the GSA and Trademark Security Agreement, each Grantor granted to the Existing Agent for the benefit of the Existing Agent and the Secured Parties a continuing security interest in all the Collateral, including the Trademark Collateral listed in Schedule A (the “Secured Trademarks”); and

WHEREAS, pursuant to the Successor Agent Agreement, dated as of the date hereof, by and among the Existing Agent and the Successor Agent, among others (the “Instrument”), the Existing Agent has agreed to assign to the Successor Agent the security interest in the Secured Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the GSA and Trademark Security Agreement over the Secured Trademarks and the Successor Agent hereby assumes all such Liens and security interests for the benefit of the Successor Agent and the Lenders.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the Liens and security interests set forth herein with the United States Patent and Trademark Office. The Liens and security interests referred to herein are expressly subject to the terms and conditions of the GSA and Trademark Security Agreement as amended by the Instrument. The GSA and Trademark Security Agreement as amended by the Instrument (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers on this 22nd day of June 2018

BARCLAYS BANK PLC
as Existing Agent

By: 

Name: Craig Malloy
Title: Director

[Signature Page to Assignment of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006362 FRAME: 0515

ACKNOWLEDGMENT OF EXISTING AGENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

MIRIAM CACERES
Notary Public, State of New York
No. 81CA6813178
Qualified in Queens County
Expires September 23, 2018

On the 22nd day of June, 2018, before me personally came Craig Malloy, who is personally known to me to be the Authorized Signatory of Barclays Bank PLC; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such institution, the institution described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such institution; and that she/he acknowledged said instrument to be the free act and deed of said institution.

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Assignment of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006362 FRAME: 0516

CITIBANK,
as Successor Agent

N.A.

By:



Name: *Tim Jones*

Title: *Vice President*

[Signature Page to Assignment of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006362 FRAME: 0517

ACKNOWLEDGMENT OF SUCCESSOR AGENT

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

On the 14th day of June, 2018, before me personally came Tim Jones, who is personally known to me to be the Authorized Signatory of Citibank, N.A.; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such institution, the institution described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such institution; and that she/he acknowledged said instrument to be the free act and deed of said institution.

JANET M. SHEA
Notary Public, State of New York
No. 015H6180422
Qualified in New York County
Term Expires June 9, 2020

(PLACE STAMP AND SEAL
ABOVE)

Janet M. Shea

SCHEDULE A

Registered Trademarks

Registrations

Registered Owner	Mark	Registration No.	Jurisdiction
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.