

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM505334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A. as Existing Agent		01/02/2019	Bank: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Successor Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: 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@coagencyglobal.com		
Correspondent Name:	Melony Sot		
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:	1035327		
NAME OF SUBMITTER:	Brandon Okun		
SIGNATURE:	/Brandon Okun/		
DATE SIGNED:	01/10/2019		

OP \$140.00 4394608

Total Attachments: 7

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ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Assignment"), effective as of January 2, 2019, is made by CITIBANK, N.A., as Collateral Agent (in such capacity, the "Existing Agent") and BARCLAYS BANK PLC, 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 in its capacity as successor to Barclays Bank PLC (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 in its capacity as successor to Barclays Bank PLC, 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).

WITNESSETH

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 2nd day of January 2019.

CITIBANK, N.A.
as Existing Agent

By: 

Name: Justin Tichauer

Title: Vice President

BARCLAYS BANK PLC
as Successor Agent

By: 

Name: Craig Malloy
Title: Director

ACKNOWLEDGMENT OF EXISTING AGENT

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

On the 2nd day of January, 2019, before me personally came Justin Tiltmeyer, 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.

(PLACE STAMP AND SEAL ABOVE)

CYNTHIA TOLENTINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01106168868
Qualified in Queens County
My Commission Expires 12/18/2019

Cynthia Tolentino

ACKNOWLEDGMENT OF SUCCESSOR AGENT

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

On the 19 day of December, 2018, before me personally came
Craig M. NOY, 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)

Eliana Londono

Eliana Londono
Notary Public State of New York
No. 01108073888
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 17, 2019

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.