

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM574098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GFL ENVIRONMENTAL INC.		04/29/2020	Corporation: ONTARIO
GFL ENVIRONMENTAL RECYCLING SERVICES, LLC		04/29/2020	Limited Liability Company: DELAWARE
GFL ENVIRONMENTAL USA INC.		04/29/2020	Corporation: DELAWARE
WASTE INDUSTRIES USA, LLC		04/29/2020	Limited Liability Company: NORTH CAROLINA
ALPINE DISPOSAL, INC.		04/29/2020	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	COMPUTERSHARE TRUST COMPANY, N.A., as Notes Collateral Agent
Street Address:	8742 Lucent Boulevard, Suite 225
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80129
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4394608	GFL GREEN FOR LIFE
Registration Number:	3070446	RIZZO
Registration Number:	4468790	RIZZO ENVIRONMENTAL SERVICES
Registration Number:	3996255	ROYAL OAK RECYCLING
Registration Number:	4875126	FULL CIRCLE PROJECT
Registration Number:	4914371	FULL CIRCLE PROJECT
Registration Number:	3619126	WE'RE PART OF EVERYDAY LIFE...MAKE US PA
Registration Number:	3489395	THINK SERVICE !
Registration Number:	2292055	
Registration Number:	5462566	ALPINE WASTE & RECYCLING
Registration Number:	4802538	ALPINE
Registration Number:	5462562	ALPINE
Registration Number:	3426057	ALTOGETHER RECYCLING

OP \$365.00 4394608

Property Type	Number	Word Mark
Serial Number:	87837795	GREEN TODAY. GREEN FOR LIFE.

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

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:	1214879 TM
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	04/29/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 29, 2020, is made by GFL ENVIRONMENTAL INC., a corporation organized under the laws of the Province of Ontario (the “**Issuer**”), GFL ENVIRONMENTAL RECYCLING SERVICES, LLC, a limited liability company existing under the laws of Delaware, GFL ENVIRONMENTAL USA INC., a corporation existing under the laws of Delaware, as successor in interest to RIZZO ENVIRONMENTAL SERVICES, INC., WASTE INDUSTRIES USA, LLC, a limited liability company existing under the laws of North Carolina, on its own behalf and as successor in interest to WASTE INDUSTRIES USA, INC. and ALPINE DISPOSAL, INC., a corporation existing under the laws of Colorado (each, a “**Grantor**” and, together with the Issuer, the “**Grantors**”), in favor of COMPUTERSHARE TRUST COMPANY, N.A., as the collateral agent (in such capacity, together with its successors and permitted assigns, the “**Notes Collateral Agent**”) for the Notes Secured Parties. Unless otherwise defined herein, terms defined in the Indenture (as defined below) and used herein have the meaning given to them in the Indenture.

WHEREAS, pursuant to the Indenture dated as of April 29, 2020, by and among, inter alios, the Issuer, the Guarantors from time to time party thereto and COMPUTERSHARE TRUST COMPANY, N.A., as trustee and as collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), the Issuer has duly authorized the creation of an issue of US\$500,000,000 aggregate principal amount of 4.250% Senior Secured Notes due 2025, subject to the terms and conditions set forth in the Indenture;

WHEREAS, in connection with the Indenture, the Issuer is party to a certain security agreement, dated as of April 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Security Agreement**”), by and among, inter alios, the Issuer, the other grantors party from time to time thereto and the Notes Collateral Agent, pursuant to which the Issuer granted a security interest to the Notes Collateral Agent in all intellectual property rights, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement;

WHEREAS, the Notes Collateral Agent is party to a Joinder to the First Lien Intercreditor Agreement, dated as of April 29, 2020 (the “**Intercreditor Agreement Joinder**”), which was acknowledged and agreed by the Issuer; and

WHEREAS, the Issuer 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 Indenture and the U.S. Security Agreement, to evidence further the security interest granted by the Issuer to the Notes Collateral Agent pursuant to the U.S. Security Agreement, the Issuer hereby pledges, and grants to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, and to secure the payment and discharge of all Obligations of the Issuer, a security interest in all of the Issuer’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**”):

The Issuer does hereby further acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture, the U.S. Security Agreement and the Intercreditor Agreement Joinder. All of the terms of the Indenture, the U.S. Security Agreement and the Intercreditor Agreement Joinder are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Indenture, the U.S. Security Agreement or the Intercreditor Agreement Joinder, the provisions of the Indenture, the U.S. Security Agreement or the Intercreditor Agreement Joinder (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.

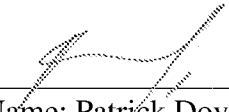
The parties acknowledge that all of the rights, protections, immunities and powers (including, without limitation, the right to indemnification) applicable to the Notes Collateral Agent under the Indenture are hereby incorporated by reference and shall be applicable to the Notes Collateral Agent under this Agreement as if fully set forth herein.

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


IN WITNESS WHEREOF, each Grantor has caused this agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


GFL ENVIRONMENTAL INC.

By: 
Name: Patrick Dovigi
Title: President and Chief
Executive Officer

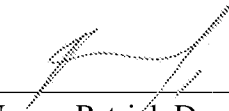
GFL ENVIRONMENTAL
RECYCLING SERVICES, LLC

By: 
Name: Patrick Dovigi
Title: President


WASTE INDUSTRIES USA, LLC

By: 
Name: Patrick Dovigi
Title: President

GFL ENVIRONMENTAL USA INC.

By: 
Name: Patrick Dovigi
Title: President

ALPINE DISPOSAL, INC.

By: 
Name: Patrick Dovigi
Title: President

Accepted and Agreed:

COMPUTERSHARE TRUST COMPANY,
N.A., as Notes Collateral Agent

By: 

Name: Jerry Urbanek

Title: Trust Officer

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 006925 FRAME: 0712

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

Registered Owner	Mark	Registration No.	Jurisdiction
GFL Environmental Inc.	GFL GREEN FOR LIFE & Design	4394608	U.S.
GFL Environmental USA Inc. (as successor in interest to Rizzo Environmental Services, Inc.)	RIZZO	3070446	U.S.
GFL Environmental USA Inc. (as successor in interest to Rizzo Environmental Services, Inc.)	RIZZO ENVIRONMENTAL SERVICES	4468790	U.S.
GFL Environmental Recycling Services, LLC	ROYAL OAK RECYCLING & Design	3996255	U.S.
Waste Industries USA, LLC (as successor in interest to Waste Industries USA, Inc.)	FULL CIRCLE PROJECT	4875126	U.S.
Waste Industries USA, LLC (as successor in interest to Waste Industries USA, Inc.)	FULL CIRCLE PROJECT	4914371	U.S.
Waste Industries USA, LLC (as successor in interest to Waste Industries USA, Inc.)	WE'RE PART OF EVERYDAY LIFE...MAKE US PART OF YOURS	3619126	U.S.
Waste Industries USA, LLC (as successor in interest to Waste Industries USA, Inc.)	THINK SERVICE!	3489395	U.S.
Waste Industries USA, LLC	Arrow Design Mark (Design Only)	2292055	U.S.
Alpine Disposal, Inc.	ALPINE WASTE & RECYCLING	5462566	U.S.
Alpine Disposal, Inc.	ALPINE & design	4802538	U.S.
Alpine Disposal, Inc.	ALPINE	5462562	U.S.
Alpine Disposal, Inc.	ALTOGETHER RECYCLING	3426057	U.S.

Applications

Registered Owner	Mark	Application No.	Jurisdiction
GFL Environmental Inc.	GREEN TODAY. GREEN FOR LIFE	878 377 95	U.S.