

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WCA WASTE CORPORATION		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Agent		
Street Address:	250 Yonge Street, 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4357937	WCA	
Registration Number:	4357934	WCA	
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:	202-370-4756		
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:	1313596 TM B		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	01/11/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 31, 2020, is made by WCA WASTE CORPORATION, a Delaware corporation located at 3301 Benson Drive, Suite 601, Raleigh, NC 27609 (the “**Grantor**”), in favor of BANK OF MONTREAL, as the collateral agent (in such capacity, together with its successors and permitted assigns, the “**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 Sixth Amended and Restated Credit Agreement, dated as of November 24, 2020, by and among, inter alios, GFL Environmental Inc., a corporation amalgamated and existing under the laws of Ontario (the “**Canadian Borrower**”), GFL Environmental USA Inc. (the “**U.S. Borrower**” and, together with the Canadian Borrower, the “**Borrowers**”), the Guarantors party thereto, the Lenders from time to time party thereto and the Agent, as administrative agent and collateral agent under the Credit Agreement, 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 Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor is party to an Amended and Restated General Security Agreement, dated as of November 24, 2018, as supplemented by Supplements No. 1 through 8 thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among, inter alios, the Grantor and the Agent, pursuant to which the Grantor granted a security interest to the Agent in all IP Rights, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement;

WHEREAS, the Agent is party to a First Lien Intercreditor Agreement, dated as of September 30, 2016, as supplemented by Supplements No. 1 through 15 (the “**Intercreditor Agreement**”), which was acknowledged and agreed by the Canadian Borrower and the Grantor; and

WHEREAS, the 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 the Grantor to the Agent pursuant to the Security Agreement, the Grantor hereby pledges, and grants to the Agent, for the benefit of the Secured Parties, and to secure the payment and discharge of all Obligations of the Grantor, a security interest in all of the 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**”):

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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.

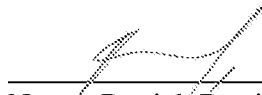
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature 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.

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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.

WCA Waste Corporation, as Grantor

By: _____


Name: Patrick Dovigi
Title: President

Accepted and Agreed:

BANK OF MONTREAL, as Agent

By:  _____
Name: Sean Gallaway
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

Registered Owner	Mark	Registration No.
WCA Waste Corporation	WCA & design	4357937
WCA Waste Corporation	WCA	4357934

Applications

None.

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

None.