TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM721567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AREA DISPOSAL SERVICE, INC.		04/13/2022	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Computershare Trust Company, N.A., as Notes Collateral Agent
Street Address:	6200 S. Quebec Street
Internal Address:	Attention: Corporate Trust - GFL
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2471182	AREA
Registration Number:	2471181	AREA

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552008 Email: imull@stblaw.com **Correspondent Name:** Jonathan Pall

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	003457/0001
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/15/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 13, 2022, is made by AREA DISPOSAL SERVICE, INC., an Illinois corporation located at 208 South LaSalle Street, Suite 814, Chicago, Illinois 60604 (the "Grantor"), 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 Secured Indentures (as defined below) and used herein have the meaning given to them in the Secured Indentures.

WHEREAS, pursuant to the Indenture dated as of December 16, 2019, 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 "**December 2019 Indenture**"), GFL Environmental Inc. (the "**Issuer**") has duly authorized the creation of an issue of US\$775,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2026, subject to the terms and conditions set forth in the December 2019 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 "April 2020 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 April 2020 Indenture;

WHEREAS, pursuant to the Indenture dated as of August 24, 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 "August 2020 Indenture"), the Issuer has duly authorized the creation of an issue of US\$750,000,000 aggregate principal amount of 3.750% Senior Secured Notes due 2025, subject to the terms and conditions set forth in the August 2020 Indenture;

WHEREAS, pursuant to the Indenture dated as of December 21, 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 "**December 2020 Indenture**", and together with the December 2019 Indenture, the April 2020 Indenture and the August 2020 Indenture, the "**Secured Indentures**"), the Issuer has duly authorized the creation of an issue of US\$750,000,000 aggregate principal amount of 3.500% Senior Secured Notes due 2028, subject to the terms and conditions set forth in the December 2020 Indenture;

WHEREAS, the Grantor joined each of the Secured Indentures through a supplemental indenture dated the date hereof;

WHEREAS, in connection with the Grantor joining the Secured Indentures, the Grantor joined certain security agreements, dated as of December 16, 2019, April 29, 2020, August 24, 2020 and December 21, 2020 (together, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreements"), by and among, inter alios, the Issuer, the grantors party from time to time thereto and the Notes Collateral Agent, pursuant to which the Grantor 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; and

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WHEREAS, the Notes Collateral Agent is party to a Supplement No. 19 to the First Lien Intercreditor Agreement, dated as of March 14, 2022 (the "Intercreditor Agreement Joinder"), which was acknowledged and agreed by the Grantor.

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 Secured Indentures and the U.S. Security Agreements, to evidence further the security interest granted by the Grantor to the Notes Collateral Agent pursuant to the U.S. Security Agreements and to secure the payment and discharge of all Obligations of the Issuer, the Grantor hereby pledges and grants to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in all of such 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"), provided that, there shall be no grant or pledge of a security interest in, nor shall the Trademark Collateral include, any Excluded Assets.

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

The Grantor 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 Secured Indentures, the U.S. Security Agreements and the Intercreditor Agreement Joinder. All of the terms of the Secured Indentures, the U.S. Security Agreements 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 Secured Indentures, the U.S. Security Agreements or the Intercreditor Agreement Joinder, the provisions of the Secured Indentures, the U.S. Security Agreements 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 Secured Indentures are hereby incorporated by reference and shall be applicable to the Notes Collateral Agent under this Trademark Security Agreement as if fully set forth herein.

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

AREA DISPOSAL SERVICE, INC.,

as Grantor

y: ______

Name: Patrick Dovigi Title: President Accepted and Agreed:

COMPUTERSHARE TRUST COMPANY,

as Notes Collateral Agent

By: Jerry Urbanek
Title: --Title: Trust Officer

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner	Mark	Registration No.
Area Disposal Service, Inc.	The mark consists of a typed drawing with the capitalized letters "AREA" Registered with United States Patent and Trademark Office	2471182
Area Disposal Service, Inc.	The mark consists of a shaded circle with a single line border around the letters "area" Registered with United States Patent and Trademark Office	2471181

RECORDED: 04/15/2022

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