

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFL ENVIRONMENTAL INC.		12/06/2023	Corporation: ONTARIO
WASTE INDUSTRIES USA, LLC		12/06/2023	Limited Liability Company: NORTH CAROLINA
GFL ENVIRONMENTAL USA INC.		12/06/2023	Corporation: DELAWARE
GFL ENVIRONMENTAL SERVICES INC.		12/06/2023	Corporation: ONTARIO
AREA DISPOSAL SERVICE, INC.		12/06/2023	Corporation: ILLINOIS
WCA WASTE CORPATION		12/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Computershare Trust Company, N.A., as Agent		
Street Address:	6200 S. Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4394608	GFL GREEN FOR LIFE	
Registration Number:	6599810	GREEN TODAY. GREEN FOR LIFE.	
Registration Number:	3070446	RIZZO	
Registration Number:	4468790	RIZZO ENVIRONMENTAL SERVICES	
Registration Number:	4307385	ADVANTA	
Registration Number:	5111849	SRT	
Registration Number:	4875126	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:	2471181	AREA	
Registration Number:	2471182	AREA	

OP \$340.00 4394608

Property Type	Number	Word Mark
Registration Number:	4357934	WCA

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2205440 TM
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	12/06/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 6, 2023, is made by GFL ENVIRONMENTAL INC., a corporation organized under the laws of the Province of Ontario (the “**Issuer**”), GFL ENVIRONMENTAL USA INC., a corporation existing under the laws of Delaware, as successor in interest to RIZZO ENVIRONMENTAL SERVICES, INC., GFL ENVIRONMENTAL SERVICES INC., a corporation organized under the laws of the Province of Ontario, 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., AREA DISPOSAL SERVICE, INC., a corporation existing under the laws of Illinois, and WCA WASTE CORPORATION, a corporation existing under the laws of Delaware (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 December 6, 2023, 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\$1,000,000,000 aggregate principal amount of 6.750% Senior Secured Notes due 2031, subject to the terms and conditions set forth in the Indenture;

WHEREAS, in connection with the Indenture, the Grantors are party to a certain security agreement, dated as of December 6, 2023 (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 Grantors, the other grantors party from time to time thereto and the Notes Collateral Agent, pursuant to which the Grantors 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 December 6, 2023 (the “**Intercreditor Agreement Joinder**”), which was acknowledged and agreed by the Grantors; and

WHEREAS, the Grantors have 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 Grantors to the Notes Collateral Agent pursuant to the U.S. Security Agreement and to secure the payment and discharge of all Obligations of the Issuer, each 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.

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

The Grantors do 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 Trademark Security 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 Doyigi
Title: President and Chief
Executive Officer

WASTE INDUSTRIES USA, LLC

By: _____

Name: Patrick Doyigi
Title: President

GFL ENVIRONMENTAL USA
INC.

By: _____

Name: Patrick Doyigi
Title: President

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 008280 FRAME: 0485

GFL ENVIRONMENTAL SERVICES
INC.

By: _____
Name: Patrick Dovigi
Title: President

AREA DISPOSAL SERVICE, INC.

By: _____
Name: Patrick Dovigi
Title: President

WCA WASTE CORPORATION

By: _____
Name: Patrick Dovigi
Title: President

[Signature Page to US Trademark Security Agreement]

Accepted and Agreed:

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

By: Jerry Urbanek
Name: Jerry Urbanek
Title: Trust Officer

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 008280 FRAME: 0487

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 Inc.	GREEN TODAY. GREEN FOR LIFE	6599810	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 Services Inc.	ADVANTA	4307385	U.S.
GFL Environmental Services Inc.	SRT	5111849	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.)	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.
Area Disposal Service, Inc.	AREA & design	2471181	U.S.
Area Disposal Service, Inc.	AREA	2471182	U.S.
WCA Waste Corporation	WCA	4357934	U.S.

Applications

None.