

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interstate Waste Services Holding Co., Inc.		11/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4065435	INTERSTATE IWS	
Registration Number:	4065436	INTERSTATE IWS	
Registration Number:	3908420	A GREEN TOMORROW STARTS TODAY GO GREEN · GO GREEN · GO GREEN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	James P. Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	James P. Murphy, Legal Assistant		
Signature:	/daniel cote thomsonreuters/		

OP \$90.00 4065435

Date:

11/21/2012

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Interstate Waste Services Holding Co., Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 11/20/2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Deutsche Bank Trust Company Americas, as

Street Address: Collateral Agent, 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Chartered Bank Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

SEE SCHEDULE I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number: \_\_\_\_\_

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

JAMES P. MURPHY

Name of Person Signing

November 20, 2012

Date

Total number of pages including cover sheet, attachments, and document:  6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2012, between INTERSTATE WASTE SERVICES HOLDING CO., INC., a Delaware corporation (herein referred to as the "Grantor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ADS WASTE HOLDINGS, INC. (as successor in interest to ADS Waste Escrow Corp. II, the "**Borrower**"), ADVANCED DISPOSAL WASTE HOLDINGS CORP. ("**Intermediate Holdings**"), the Lenders that are parties thereto, and Guarantors that are parties thereto and Deutsche Bank Trust Company Americas, as Administrative Agent, are parties to a Credit Agreement dated as of October 9, 2012 (as amended from time to time, the "**Credit Agreement**")

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of the date hereof (as amended and/or supplemented from time to time, the "**Guarantee and Collateral Agreement**") among the Borrower, the Guarantors that are parties thereto and Deutsche Bank Trust Company Americas, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Copyright Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein shall have, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (except for any Trademark that constitutes an Excluded Asset) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the

Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

*provided* that the Excluded Assets shall be excluded from the foregoing security interest.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of the Trademark Security Agreement are deemed to conflict with any of the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

INTERSTATE WASTE SERVICES HOLDING  
CO., INC.

By: SR Carn  
Name: Steven R. Carn  
Title: Chief Financial Officer, Treasurer

[Trademark Security Agreement]

TRADEMARK  
REEL: 004904 FRAME: 0969

Acknowledged:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By:  \_\_\_\_\_

Name: **Omayra Laucella**  
Title: **Director**

By:  \_\_\_\_\_

Name: **Evelyn Thierry**  
Title: **Director**

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004904 FRAME: 0970**

**Schedule I  
to Trademark  
Security Agreement**

**INTERSTATE WASTE SERVICES HOLDING CO., INC.**

**U.S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
INTERSTATE IWS & SHIELD DESIGN (COLOR)	4,065,435	12/6/2011
INTERSTATE IWS & SHIELD DESIGN (B&W)	4,065,436	12/6/2011
A GREEN TOMORROW STARTS TODAY & LEAF GO GREEN LOGO	3,908,420	11/18/2011