

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		08/20/2013	New York Chartered Bank:
RECEIVING PARTY DATA			
Name:	Interstate Waste Services Holding Co., Inc.		
Street Address:	90 Fort Wade Road		
City:	Ponte Vedra		
State/Country:	FLORIDA		
Postal Code:	32081		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4065436	INTERSTATE IWS	
Registration Number:	4065435	INTERSTATE IWS	
Registration Number:	3908420	A GREEN TOMORROW STARTS TODAY 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:	marina.kelly@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:	/Marina Kelly Thomson Reuters/		

Date:

08/20/2013

Total Attachments: 5

source=IWS Trademark termination and release#page1.tif

source=IWS Trademark termination and release#page2.tif

source=IWS Trademark termination and release#page3.tif

source=IWS Trademark termination and release#page4.tif

source=IWS Trademark termination and release#page5.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 20, 2013 (this "**Release**"), is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent and Collateral Agent (in such capacity, the "**Collateral Agent**"), in favor of INTERSTATE WASTE SERVICES HOLDING CO., INC., a Delaware corporation (the "**Debtor**").

RECITALS

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of November 20, 2012 (as amended, modified or supplemented through the date hereof, the "**Collateral Agreement**"), by and among ADS Waste Holdings, Inc., the Debtor, Collateral Agent, and other Persons party thereto and the Trademark Security Agreement dated as of November 20, 2012 (as amended, modified or supplemented through the date hereof, the "**Trademark Security Agreement**") by and among the Debtor and Collateral Agent, Debtor granted to the Collateral Agent for the benefit of certain secured parties a continuing security interest in all of Debtor's right, title and interest in, to and under certain trademark collateral listed on **Schedule A** attached hereto (the "**Released Trademark Collateral**"); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "**USPTO**") on November 21, 2012 at Reel 4904, Frame 0964.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the certain secured parties, and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Collateral Agreement or the Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the certain secured parties, hereby, without representation or warranty or recourse of any kind:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement and the Collateral Agreement with respect to the the Released Trademark Collateral (it being understood that this termination is subject to any survival provisions in the Trademark Security Agreement and the Collateral Agreement);

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the security interest in and to the Released Trademark Collateral granted to the Collateral Agent under the Trademark Security Agreement and the Collateral Agreement;

(c) authorizes the recordation of this Release with the USPTO.

SECTION 3. Further Assurances. Upon the reasonable request of Debtor, Collateral Agent, at Debtor's sole cost and expense, hereby agrees to duly execute, acknowledge, procure


and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Debtor's reasonable request and at Debtor's sole cost and expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any security interests conveyed therein.

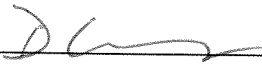
The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the certain secured parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: Michael Getz
Title: Vice President

By: 
Name: Dusan Lazarov
Title: Director

Schedule A

INTERSTATE WASTE SERVICES HOLDING CO., INC.

**U.S. Trademarks Subject to Security Interest
Granted by INTERSTATE WASTE SERVICES HOLDING CO., INC.
In Favor of DEUTSCHE BANK TRUST COMPANY AMERICAS
Recorded on November 21, 2012 at Reel 4904, Frame 0964**

Registered Marks

Mark	Reg. No.	Reg. Date
INTERSTATE IWS	4065436	12/6/11
INTERSTATE IWS	4065435	12/6/11
A GREEN TOMORROW STARTS TODAY & LEAF GO GREEN LOGO	3908420	11/18/11