

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYNAGRO MIDWEST, INC.	06/08/2005
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. Tryon Street
Internal Address:	15th Floor, NC1-001-15-02
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5454849
Patent Number:	5346527
CORRESPONDENCE DATA	
Fax Number:	(202)639-7003
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-639-7352
Email:	davidmi@ffhsj.com
Correspondent Name:	Michael David
Address Line 1:	1001 Pennsylvania Avenue, N.W.
Address Line 2:	8th Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
NAME OF SUBMITTER:	Michael David
Total Attachments: 5 source=Synagro Midwest#page1.tif source=Synagro Midwest#page2.tif source=Synagro Midwest#page3.tif	

CH \$80.00 5454849

500038074

PATENT  
REEL: 016206 FRAME: 0334

source=Synagro Midwest#page4.tif

source=Synagro Midwest#page5.tif

**Grant of Security Interest**  
**in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SYNAGRO MIDWEST, INC., a Delaware Corporation (the "Grantor"), having its chief executive office at 1800 Bering Drive, Suite 1000, Houston, Texas 77057, c/o Synagro Technologies, Inc., hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 101 N. Tryon Street, 15<sup>th</sup> Floor, NC1-001-15-02, Charlotte, North Carolina 28255, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(i) each Patent License, including each Patent License listed on Schedule A hereto;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iii) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iv) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of June \_\_, 2005, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SYNAGRO MIDWEST, INC., as Grantor

By: Alvin L. Thomas II  
Name: Alvin L. Thomas II  
Title: Vice President and Secretary

BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee

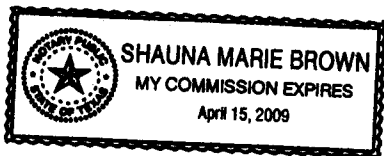
By: \_\_\_\_\_  
Name:  
Title:

STATE OF Texas  
County of Hamis

The foregoing instrument was acknowledged before me this 8 day of JUNE,  
2005 by Alvin L. Thomas as Vice President of SYNAGRO MIDWEST,  
INC., a Delaware corporation, on behalf of SYNAGRO MIDWEST, INC.

My commission expires:

Notarial Seal



Shauna Marie Brown  
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SYNAGRO MIDWEST, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee

By: Liliana Claar  
Name: LILIANA CLAAR  
Title: Vice President

STATE OF \_\_\_\_\_  
\_\_\_\_ OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of SYNAGRO MIDWEST,  
INC., a Delaware corporation, on behalf of SYNAGRO MIDWEST, INC.

My commission expires:

Notarial Seal

\_\_\_\_\_  
Notary Public

## Schedule A to Patent and Trademark Agreement

### PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
5,454,849	10/03/1995	Soil Treatment Composition	Gerald L. Rehbein; Paul D. Montain	U.S.	Synagro of Minnesota – Rehbein, Inc. <sup>1</sup>
5,346,527	09/13/1994	Soil Treatment	Gerald L. Rehbein; Paul D. Montain	U.S.	Synagro of Minnesota – Rehbein, Inc. <sup>1</sup>

### PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
-----------------	-----------------	-------------------------	-------------

---

<sup>1</sup> The Company plans to merge Synagro of Minnesota – Rehbein Inc. with and into Synagro Midwest, Inc.

### TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
N/A	Wisconsin State Register	05/14/2003	ASPEN RESOURCES <sup>1</sup>

### TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
-------------------	----------------	--------------------	-------------

### TRADEMARK LICENSES

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
----------------	---------------------------------------	----------------	---------------------------------	-------------

---

<sup>1</sup> The Company plans to merge Synagro of Wisconsin – Aspen, Inc. with and into Synagro Midwest, Inc.