

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	2nd Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Casella Waste Systems, Inc., a Delaware Corporation	07/09/2009

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North, 1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	5119894
Patent Number:	7168888
Patent Number:	7264124
Patent Number:	7302407
Patent Number:	7341156
Patent Number:	7422393
Patent Number:	7501951
Patent Number:	7511611
Application Number:	10989425
Application Number:	10991854
Application Number:	11135291
Application Number:	11269221
Application Number:	11270654
Application Number:	11349120
Application Number:	11384303

CH \$1640.00 5119894

Application Number:	11387076
Application Number:	11387077
Application Number:	11415075
Application Number:	11418255
Application Number:	11433505
Application Number:	11483924
Application Number:	11487372
Application Number:	11505512
Application Number:	11515788
Application Number:	11515789
Application Number:	11515806
Application Number:	11518985
Application Number:	11542880
Application Number:	11802497
Application Number:	11878586
Application Number:	11883758
Application Number:	11942636
Application Number:	11282075
Application Number:	12401468
Application Number:	12400628
Application Number:	12483144
Application Number:	12492093
Application Number:	12492096
Application Number:	12491650
Application Number:	61100038
Application Number:	61098525

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
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Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	075633-5
NAME OF SUBMITTER:	Jean Paterson
<p>Total Attachments: 22</p> <p>source=7-23-09 Casella Waste-Pt#page1.tif source=7-23-09 Casella Waste-Pt#page2.tif source=7-23-09 Casella Waste-Pt#page3.tif source=7-23-09 Casella Waste-Pt#page4.tif source=7-23-09 Casella Waste-Pt#page5.tif source=7-23-09 Casella Waste-Pt#page6.tif source=7-23-09 Casella Waste-Pt#page7.tif source=7-23-09 Casella Waste-Pt#page8.tif source=7-23-09 Casella Waste-Pt#page9.tif source=7-23-09 Casella Waste-Pt#page10.tif source=7-23-09 Casella Waste-Pt#page11.tif source=7-23-09 Casella Waste-Pt#page12.tif source=7-23-09 Casella Waste-Pt#page13.tif source=7-23-09 Casella Waste-Pt#page14.tif source=7-23-09 Casella Waste-Pt#page15.tif source=7-23-09 Casella Waste-Pt#page16.tif source=7-23-09 Casella Waste-Pt#page17.tif source=7-23-09 Casella Waste-Pt#page18.tif source=7-23-09 Casella Waste-Pt#page19.tif source=7-23-09 Casella Waste-Pt#page20.tif source=7-23-09 Casella Waste-Pt#page21.tif source=7-23-09 Casella Waste-Pt#page22.tif</p>	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 9, 2009 (this "Agreement"), is by and among **CASELLA WASTE SYSTEMS, INC.**, a Delaware corporation (the "Issuer"), and each of the Guarantors from time to time party hereto as grantors (each a "Grantor" and together with the Issuer and any other entity that becomes a Grantor hereunder pursuant to §20, the "Grantors") and **WILMINGTON TRUST COMPANY**, as collateral agent (in such capacity and together with any successor Collateral Agent, the "Collateral Agent"), for the benefit of the Secured Parties (as defined below).

WHEREAS, pursuant to the terms, conditions and provisions of (a) that certain Indenture, dated as of July 9, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "Indenture"), by and among the Issuer, the Guarantors and Wilmington Trust Company, as trustee (in such capacity and together with its successors, the "Trustee"), on behalf of the holders (the "Holders") of the Notes (as defined below) and (b) that certain Purchase Agreement (the "Purchase Agreement"), dated July 1, 2009, by and among the Issuer, each of the Guarantors listed on the signature pages thereof and Banc of America Securities LLC, J.P. Morgan Securities Inc., Calyon Securities (USA) Inc. and Comerica Securities, Inc. as Initial Purchasers (collectively, the "Initial Purchasers") the Issuer is issuing \$180,000,000 aggregate principal amount of its 11% Senior Second Lien Notes due 2014 (the "Notes"); and

WHEREAS, each of the Grantors wishes to expressly grant security interests in and liens on the Intellectual Property Collateral to the Collateral Agent, for the benefit of the Secured Parties, to secure the Second Lien Obligations under the Indenture, the Notes and the other Security Documents, as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. The term "Second Lien Obligations" and all other capitalized terms used herein without definition shall have the respective meanings provided therefor in the Indenture. All terms defined in the Uniform Commercial Code in effect on the date hereof in the State of New York (the "UCC") and used herein shall have the same meanings herein as specified therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. The following terms, as used herein, have the meanings set forth below:

"Control Collateral" has the meaning assigned to such term in the Intercreditor Agreement.

"Discharge of First-Lien Obligations" has the meaning assigned to such term in the Intercreditor Agreement.

"First-Lien Agent" has the meaning assigned to such term in the Intercreditor Agreement.

“Intercreditor Agreement” means that certain Intercreditor Agreement, dated as of July 9, 2009, by and among the Issuer, the Grantors from time to time party thereto, the Collateral Agent, the First-Lien Agent and Bank of America, N.A. as control agent.

“Material Adverse Effect” means a material adverse effect upon the operations, business, properties or financial condition of the Grantors taken as a whole.

“Patents” means collectively all of the following now owned or hereafter created or acquired by each Grantor: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those patents and patent applications listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing.

“Patent License” means any oral or written agreement now or hereafter in existence, and only to the extent assignable by the applicable Grantor, granting to each Grantor any right to use any invention on which a patent or patent application is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

“Secured Parties” means, collectively, the Trustee, the Collateral Agent and the Noteholders.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by each Grantor: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States or any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those trademark applications and registrations listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any oral or written agreement now or hereafter in existence, and only to the extent assignable by the applicable Grantor, granting to each Grantor any right to

use any trademark or trademark application, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

2. Grant of Security Interest. Each of the Grantors expressly grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the payment and performance in full of all of the Second Lien Obligations, a continuing security interest in and lien on the following properties, assets and rights of such Grantor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Intellectual Property Collateral"): all Patents and Trademarks and all books and records evidencing an interest therein or pertaining thereto.

3. Authorization to File Assignments. With respect to the Trademarks, each Grantor has executed in blank and delivered to the Control Agent, for the benefit of the Collateral Agent and the other Secured Parties, an assignment of federally registered trademarks (the "Assignment of Marks"), and, with respect to the Patents, each Grantor has executed in blank and delivered to the Control Agent, for the benefit of the Collateral Agent and the other Secured Parties an assignment of patents, patent applications and related patent property (the "Assignment of Patents"). Each Grantor has authorized the Control Agent to complete as assignee, sign and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and subject to the terms of the Intercreditor Agreement. In addition to, and not by way of limitation of, the foregoing grant of a security interest and lien or of the right of the Control Agent to complete and record assignments of the Trademarks and Patents, each Grantor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties, such Grantor's entire right, title and interest in and to the Intellectual Property Collateral; provided that such grant, assignment, transfer and conveyance shall be subject to the terms of the Intercreditor Agreement and shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Collateral Agent at any time during such continuance, it being understood that the Collateral Agent shall have no obligation to make such demand unless it has been instructed in writing to do so by the Holders of a majority in principal amount of the Notes outstanding, or (ii) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of any amounts outstanding under the Indenture is automatic under the Indenture or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Indenture or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by an applicable Grantor to the Collateral Agent or its nominee in lieu of foreclosure).

4. Representations, Warranties and Covenants Concerning the Intellectual Property Collateral.

4.1 Each Grantor, as applicable, is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to the Intellectual Property Collateral, in each case free from any Lien except for non-exclusive licenses, the security interest granted herein or in the other Security Documents and other Permitted Liens. As of the date of this Agreement, no written claim has been made that any Grantor's use of any of the Patents or Trademarks violates the rights of any third person

and, to the best of each Grantor's knowledge, there is no infringement by any Grantor of the patent or trademark rights of others, except where any claim or infringement would not reasonably be expected to have a Material Adverse Effect. Each Grantor shall notify the Collateral Agent of any such claim or infringement which would reasonably be expected to have a Material Adverse Effect and the details thereof.

4.2 As of the date hereof, to the knowledge of the Grantors, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, to the knowledge of the Grantors, they constitute all registered patents, patent applications, registered trademarks and trademark applications now owned or used by any Grantor. As of the date hereof, the Patents and Trademarks listed on Schedules A and B constitute all of the assignable Patent Licenses and Trademark Licenses and all of the registered trademarks, trademark applications, service marks, trade names, patents, patent applications, and patent rights that are reasonably necessary for the operation of the business of each Grantor.

4.3 The Patents and Trademarks have not been adjudged invalid or unenforceable, in whole or in part, to the extent such adjudication would reasonably be expected to have a Material Adverse Effect.

4.4 Each Grantor shall, to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect, (i) prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, except if such Grantor determines in its reasonable discretion that such patent application or trademark registration application is no longer material or useful to its business or operations, and (ii) preserve and maintain all rights in the Patents and Trademarks, except if any Grantor determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations, except, in any event, with respect to the term "Casella" which shall be preserved and maintained unless the Collateral Agent otherwise agrees. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. No Grantor shall abandon any filed patent application, patent registration, trademark application or trademark registration to the extent such abandonment would reasonably be expected to have a Material Adverse Effect (other than for the term "Casella", which shall not be abandoned without the consent of the Collateral Agent.

4.5 [Reserved].

4.6 Each Grantor shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except where the failure to do so would not reasonably be expected to have a Material Adverse Effect (except that the term "Casella" shall be renewed unless otherwise consented to by the Collateral Agent which such consent shall not be unreasonably withheld).

4.7 Effective upon the occurrence and continuation of an Event of Default, and subject to the terms of the Intercreditor Agreement, each Grantor hereby appoints the Collateral Agent the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for any material infringement of any material Intellectual Property Collateral, any such damages due to each Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Second Lien Obligations in accordance with §6.10 of the Indenture.

5. Additional Intellectual Property Collateral. If any Grantor shall at any time after the date hereof (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in the preceding clause (a) or (b) shall automatically constitute Intellectual Property Collateral as if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the lien and security interest created by this Agreement without further action by any party. Each Grantor shall provide to the Collateral Agent written notice on an annual basis of any of the foregoing and confirm the attachment of the lien and security interest created by this Agreement to any rights described in clauses (a) and (b) above by execution of an instrument in form reasonably acceptable to Collateral Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Collateral Agent's security interest in such Intellectual Property Collateral. In connection with the foregoing, each Grantor agrees that the Collateral Agent may from time to time attach as Schedule A or Schedule B hereto an updated list to reflect any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of each Grantor applied for and obtained hereafter. Each Grantor agrees that, in the event any Grantor takes any action to grant or perfect a Lien in favor of the First-Lien Agent, in any assets, such Grantor shall also take such action to grant or perfect a Lien in favor of the Collateral Agent to secure the Second Lien Obligations without request of the Collateral Agent.

6. Other Actions as to Intellectual Property Collateral.

6.1 Subject to the terms of the Intercreditor Agreement, each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Collateral Agent, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the UCC or other laws of the United States or the State of New York or of any other countries or states as the Collateral Agent may from time to time reasonably request, and each Grantor hereby irrevocably authorizes the Collateral Agent or its designee (and irrevocably appoints the Collateral Agent or such designee as its lawful attorney and agent, with full power of substitution in connection therewith), at such Grantor's expense, to execute such documents, and file (or refile) such financing statements with respect thereto with or without such Grantor's signature, as the Collateral Agent may deem appropriate in order to perfect the Collateral Agent's security

interest in the Intellectual Property Collateral. Each Grantor hereby authorizes the Collateral Agent to file this Agreement with the United States Patent and Trademark Office.

6.2 The Collateral Agent may include reference to each Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with each Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Collateral Agent during the continuance of an Event of Default.

7. Rights and Remedies.

7.1 Subject to the terms of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, the Collateral Agent may without notice or demand declare this Agreement to be in default and the Collateral Agent shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC including, without limitation, the right to dispose of the Intellectual Property Collateral at public or private sale. The Collateral Agent shall give to each Grantor at least ten (10) days' prior notice (which each Grantor agrees is "reasonable notification" under the UCC) of the time and place of any public sale of the Intellectual Property Collateral or of the time after which any private sale or any other intended disposition is to be made.

7.2 Subject to the terms of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, each Grantor hereby grants to the Collateral Agent the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Intellectual Property Collateral for the benefit of the Secured Parties.

7.3 To the extent permitted by applicable law, each Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Collateral Agent's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Intellectual Property Collateral and exercise its rights with respect thereto.

8. Marshalling. Neither the Collateral Agent nor any Secured Party shall be required to marshal any present or future collateral security (including but not limited to the Intellectual Property Collateral) for, or other assurances of payment of, the Second Lien Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that they lawfully may, the Grantors hereby agree that they will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Second Lien Obligations or under which any of the Second Lien Obligations is outstanding or by which any of the Second Lien Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

9. **No Waiver By Collateral Agent.** The Collateral Agent shall not be deemed to have waived any of its rights and remedies in respect of the Second Lien Obligations or the Intellectual Property Collateral unless such waiver shall be in writing and signed by the Collateral Agent. No delay or omission on the part of the Collateral Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Collateral Agent with respect to the Second Lien Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Collateral Agent deems expedient.

10. **Waivers.** Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Second Lien Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Collateral Agent may deem advisable. Neither the Trustee nor any Noteholder shall have any duty as to the protection of the Intellectual Property Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Collateral Agent may exercise its rights with respect to the Intellectual Property Collateral without resorting or regard to other collateral or sources of reimbursement for liability.

11. **Grantors' Obligations Not Affected.** The obligations of each Grantor hereunder shall remain in full force and effect without regard to, and shall not be impaired by (a) any exercise or nonexercise, or any waiver, by the Collateral Agent, the Trustee nor any Noteholder of any right, remedy, power or privilege under or in respect of any of the Second Lien Obligations or any security therefor (including this Agreement); (b) any amendment to or modification of the Indenture, the Notes, the other Security Documents or any of the Second Lien Obligations; (c) any amendment to or modification of any instrument (other than this Agreement) securing any of the Second Lien Obligations, including, without limitation, any of the Security Documents (other than this Agreement); or (d) the taking of additional security for, or any other assurances of payment of, any of the Second Lien Obligations or the release or discharge or termination of any security or other assurances of payment or performance for any of the Second Lien Obligations; whether or not such Grantor shall have notice or knowledge of any of the foregoing, such Grantor hereby generally waiving all suretyship defenses to the extent applicable.

12. **Expenses.** Each Grantor will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Collateral Agent's counsel incurred by the Collateral Agent, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Collateral Agent in the preparation, execution and delivery of any waiver or consent by the Collateral Agent relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Collateral Agent under this Agree-

ment, or under any other documentation heretofore, now, or hereafter given to the Collateral Agent or the Trustee in furtherance of the transactions contemplated hereby all in accordance with §11.20 of the Indenture. In addition, after the occurrence and during the continuation of an Event of Default, each Grantor will also pay all costs and expenses of the Collateral Agent in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Collateral Agent in furtherance of the transactions contemplated hereby.

13. Indemnity; Release of Intellectual Property Collateral.

13.1 Each Grantor agrees to reimburse the Collateral Agent and the Trustee for, and indemnify them against and hold them harmless from, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, all as more fully set forth in (and subject to the limitations contained in) §7.07 and §11.20 of the Indenture. Subject to the terms of the Intercreditor Agreement, the Collateral Agent agrees that, so long as an Event of Default has not then occurred and is continuing, it will release its security interest in any Patent or Trademark each Grantor proposes to abandon in accordance with the terms hereof so long as such Patent or Trademark is no longer used by such Grantor and is not material to the operations of such Grantor, which such Grantor will certify to the Collateral Agent in writing, and the Collateral Agent may rely upon with impunity, provided that after the occurrence and during the continuance of an Event of Default, the Collateral Agent's consent will be required prior to any such release and abandonment.

13.2 Each Grantor shall hold the Collateral Agent and the Trustee harmless from any and all costs, damages and expenses which may be incurred by the Collateral Agent and the Trustee or any Grantor in connection with any action or failure to act by the Collateral Agent or the Trustee in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Collateral Agent or the Trustee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

14. Relation to Security Agreement. Any and all rights and interests of the Collateral Agent and the Trustee in and to the Patents and Trademarks (and any and all obligations of the Grantors with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Grantors) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and the Indenture and shall not be in derogation thereof.

15. [Reserved].

16. Governing Law; Consent to Jurisdiction. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE

OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPALS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Each Grantor agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of New York or any Federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Grantor by mail at the address specified in §12.02 of the Indenture. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. Termination; Release of Certain Collateral. Upon final payment and performance in full in cash of all of the Second Lien Obligations or as otherwise provided in the Indenture, this Agreement shall terminate and the Collateral Agent shall, at the Grantors' request and expense, file such UCC termination statements and such other instruments of discharge and termination as the Grantors may reasonably request to evidence the termination of the security interests and liens in the Collateral granted hereunder. Further, the Collateral Agent hereby agrees that upon the Grantors' request, it will release its security interest in such portion of the Intellectual Property Collateral which is sold by any of the Grantors pursuant to a disposition permitted under §4.13 of the Indenture or not otherwise prohibited by the Indenture or as otherwise required under §10.05 of the Indenture or pursuant to the Intercreditor Agreement or upon a release of a Grantor pursuant to §11.05 of the Indenture.

18. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Collateral Agent and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Agreement.

19. Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (a) certifies that neither of the Trustee nor any Noteholder nor any of their respective representatives, agents or attorneys has represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (b) acknowledges that, in entering into the Indenture and the other Security Documents to which they are parties, the Collateral Agent, the Trustee and the Noteholders are relying upon, among other things, the waivers and certifications contained in this §19.

20. Joinder of Additional Grantors. The Grantors shall cause each Restricted Subsidiary which, from time to time, after the date hereof becomes a Guarantor under the Indenture, to execute and deliver to the Collateral Agent a joinder hereto and take all actions necessary to perfect the liens created hereunder, in each case, within ten (10) days of the date on which it becomes a Guarantor. The execution and delivery of such joinder hereto shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect.

21. Second Priority Nature of Liens. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a second priority lien on and security interest in Intellectual Property Collateral. Notwithstanding anything herein to the contrary, prior to the Discharge of First Lien Obligations, (i) the requirements of this Agreement to endorse, assign or deliver Intellectual Property Collateral to the Collateral Agent shall be deemed satisfied by endorsement, assignment or delivery of such Intellectual Property Collateral to the Control Agent (as defined in the Intercreditor Agreement) and (ii) any endorsement, assignment or delivery to the Control Agent with respect to the Intellectual Property Collateral shall be deemed an endorsement, assignment or delivery to the Collateral Agent for all purposes hereunder.

22. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, in each case, with respect to the Intellectual Property Collateral are subordinated and subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement with respect to the Intellectual Property Collateral, the terms of the Intercreditor Agreement shall govern and control.

23. Pre-Filings. The Grantors hereby acknowledge that (a) any and all UCC financing statements, Assignment of Marks or Assignment of Patents filed prior to the date hereof shall be effective to perfect the Collateral Agent's security interest granted by the Grantors pursuant to this Agreement and (b) such prior filings represent pre-filings for purposes of so perfecting the security interests granted by the Grantors hereunder. Until the termination of this Agreement as provided in §17, the provisions of this §23 shall continue to apply, and such pre-filings shall continue to be effective and not subject to any right of termination in respect of the security interests granted herein. Without limiting the foregoing, the Grantors hereby ratify any and all UCC financing statements, Assignment of Marks or Assignment of Patents so executed and filed against them, and agree that all such UCC financing statements, Assignment of Marks or Assignment of Patents shall have the effectiveness, and constitute pre-filings, against them as described in this §23.

24. Rights of the Collateral Agent The parties hereto acknowledge and agree that, in addition to the rights and protections set forth herein, the Collateral Agent shall be entitled to all rights, privileges, protections and immunities provided to the Trustee under the Indenture as if such rights, privileges, protections and immunities were fully set forth herein.

[Signatures on next page]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by its duly authorized officer as of this 9th day of July, 2009.

CASELLA WASTE SYSTEMS, INC.

By: _____

Name: John S. Quinn

Title: Senior Vice President, Chief Financial Officer and
Treasurer

GRANTORS:

ALL CYCLE WASTE, INC.
ATLANTIC COAST FIBERS, INC.
B. AND C. SANITATION CORPORATION
BRISTOL WASTE MANAGEMENT, INC.
C.V. LANDFILL, INC.
CASELLA ALBANY RENEWABLES, LLC
CASELLA MAJOR ACCOUNT SERVICES LLC
CASELLA RECYCLING, LLC
CASELLA RENEWABLE SYSTEMS, LLC
CASELLA TRANSPORTATION, INC.
CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
CASELLA WASTE MANAGEMENT OF N.Y., INC.
CASELLA WASTE MANAGEMENT OF PENNSYLVANIA, INC.
CASELLA WASTE MANAGEMENT, INC.
CASELLA WASTE SERVICES OF ONTARIO LLC
CHEMUNG LANDFILL LLC
COLEBROOK LANDFILL LLC
FAIRFIELD COUNTY RECYCLING, LLC
FCR CAMDEN, LLC
FCR FLORIDA, LLC
FCR GREENSBORO, LLC
FCR GREENVILLE, LLC
FCR MORRIS, LLC
FCR REDEMPTION, LLC
FCR TENNESSEE, LLC
FCR, LLC
FOREST ACQUISITIONS, INC.
GRASSLANDS INC.

By: _____

Name: John S. Quinn

Title: Vice President and Treasurer

Signature Page to Second Lien IP Security Agreement

HAKES C&D DISPOSAL, INC.
HARDWICK LANDFILL, INC.
HIRAM HOLLOW REGENERATION CORP.
K-C INTERNATIONAL, LTD.
KTI BIO-FUELS, INC.
KTI ENVIRONMENTAL GROUP, INC.
KTI NEW JERSEY FIBERS, INC.
KTI OPERATIONS, INC.
KTI SPECIALTY WASTE SERVICES, INC.
KTI, INC.
LEWISTON LANDFILL LLC
NEW ENGLAND WASTE SERVICES OF MASSACHUSETTS, INC.
NEW ENGLAND WASTE SERVICES OF ME, INC.
NEW ENGLAND WASTE SERVICES OF N.Y., INC.
NEW ENGLAND WASTE SERVICES OF VERMONT, INC.
NEW ENGLAND WASTE SERVICES, INC.
NEWBURY WASTE MANAGEMENT, INC.
NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.
NORTHERN PROPERTIES CORPORATION OF PLATTSBURGH
NORTHERN SANITATION, INC.
PERC, INC.
PINE TREE WASTE, INC.
RESOURCE RECOVERY SYSTEMS, LLC
RESOURCE TRANSFER SERVICES, INC.
RESOURCE WASTE SYSTEMS, INC.
SCHULTZ LANDFILL, INC.
SOUTHBRIDGE RECYCLING & DISPOSAL PARK, INC.
SUNDERLAND WASTE MANAGEMENT, INC.
TRILOGY GLASS LLC
U.S. FIBER, LLC
WASTE-STREAM INC.
WINTERS BROTHERS, INC.

By: _____

Name: John S. Quinn


Title: Vice President and Treasurer

Signature Page to Second Lien IP Security Agreement

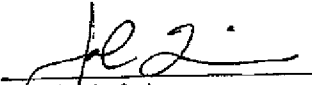
PATENT
REEL: 023003 FRAME: 0397

BLUE MOUNTAIN RECYCLING, LLC

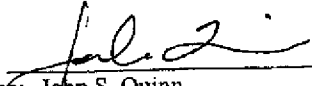
By: FCR, LLC

By: 
Name: John S. Quinn
Title: Vice President and Treasurer

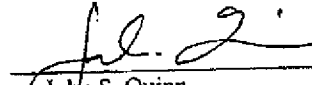
CWM ALL WASTE LLC

By: 
Name: John S. Quinn
Title: Duly Authorized Agent

GROUNDCO LLC

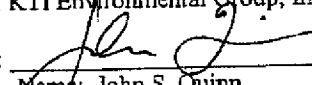
By: 
Name: John S. Quinn
Title: Duly Authorized Agent

THE HYLAND FACILITY ASSOCIATES

By: 
Name: John S. Quinn
Title: Duly Authorized Agent

MAINE ENERGY RECOVERY COMPANY, LIMITED
PARTNERSHIP

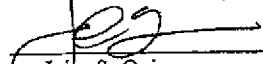
By: KTI Environmental Group, Inc., general partner

By: 
Name: John S. Quinn
Title: Vice President and Treasurer

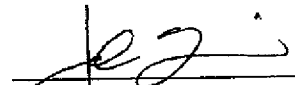
Signature Page to Second Lien IP Security Agreement

NEWS OF WORCESTER LLC

By: Casella Waste Systems, Inc., its sole member

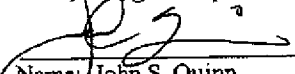
By: 
Name: John S. Quinn
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEWSME LANDFILL OPERATIONS LLC

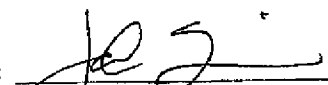
By: 
Name: John S. Quinn
Title: Duly Authorized Agent

PERC MANAGEMENT COMPANY LIMITED PARTNERSHIP

By: PERC, Inc, general partner

By: 
Name: John S. Quinn
Title: Vice President and Treasurer

TEMPLETON LANDFILL LLC

By: 
Name: John S. Quinn
Title: Duly Authorized Agent

Signature Page to Second Lien IP Security Agreement

STATE OF Vermont)
) ss.
COUNTY OF Rutland)

On this date, July 9, 2009, before me, the undersigned notary public, personally appeared John S. Quinn, as Duly Authorized Agent of the entities set forth in the foregoing signature page, approved to me through satisfactory evidence of identification, which were personal knowledge of identity to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Shellys. Regier
Notary Public
My commission expires: 2/10/2011

[Second Lien IP Security Agreement Notary Signature Page]

Accepted:

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: Lori L. Donahue

Name: Lori L. Donahue
Title: Assistant Vice President

[Trustee Intellectual Property Security Agreement Signature Page]

STATE OF Delaware)
) ss.
COUNTY OF New Castle)

On this date, July 08, 2009, before me, the undersigned notary public, personally appeared Lori L. Donahue, as Assistant Vice President of Wilmington Trust Company, which were _____, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Catherine R. Russell

Notary Public

My commission expires:

CATHERINE R. RUSSELL
Notary Public - State of Delaware
My Comm. Expires June 13, 2010

[Intellectual Property Security Agreement Notary Signature Page]

SCHEDULE A

PATENTS

Patent	Owner(s)
5,119,894	Casella Waste Systems, Inc.
7,168,888	Casella Waste Systems, Inc.
7,264,124	Casella Waste Systems, Inc.
7,302,407	Casella Waste Systems, Inc.
7,341,156	Casella Waste Systems, Inc.
7,422,393	Casella Waste Systems, Inc.
7,501,951	Casella Waste Systems, Inc.
7,511,611	Casella Waste Systems, Inc.

PATENT APPLICATIONS

Application Number	Owner(s)
20050173306	Casella Waste Systems, Inc.
20050115690	Casella Waste Systems, Inc.
20060000237	Casella Waste Systems, Inc.
20070102506	Casella Waste Systems, Inc.
20060122725	Casella Waste Systems, Inc.
20070185612	Casella Waste Systems, Inc.
20070222600	Casella Waste Systems, Inc.
20070260466	Casella Waste Systems, Inc.
20070219862	Casella Waste Systems, Inc.
20070014634	Casella Waste Systems, Inc.
20070273471	Casella Waste Systems, Inc.
20070262878	Casella Waste Systems, Inc.
20080010197	Casella Waste Systems, Inc.
20060254957	Casella Waste Systems, Inc.
20080121361	Casella Waste Systems, Inc.
20080077541	Casella Waste Systems, Inc.
20080061124	Casella Waste Systems, Inc.
20080061125	Casella Waste Systems, Inc.
20070012599	Casella Waste Systems, Inc.
20080086411	Casella Waste Systems, Inc.
20080290006	Casella Waste Systems, Inc.
20090028646	Casella Waste Systems, Inc.
20080237093	Casella Waste Systems, Inc.
20080120254	Casella Waste Systems, Inc.
20070112577	Casella Waste Systems, Inc.
20090169348	Casella Waste Systems, Inc.
12/400,628	Casella Waste Systems, Inc.

Schedule A to IP Security Agreement

Application Number	Owner(s)
12/483,144	Casella Waste Systems, Inc.
12/492,093	Casella Waste Systems, Inc.
12/492,096	Casella Waste Systems, Inc.
12/491,650	Casella Waste Systems, Inc.
61/100,038	Casella Waste Systems, Inc.
61/098,525	Casella Waste Systems, Inc.

PATENT LICENSES

None.

Schedule A to IP Security Agreement

PATENT
REEL: 023003 FRAME: 0404

SCHEDULE B**TRADEMARKS**

Trademark	Owner	Status in Trademark Office	Registration Number
NEW ENGLAND ORGANICS & Design	New England Waste Services of ME., Inc.	Registered	2,636,349
RECYCLE! NEW ENGLAND & Design	Casella Waste Management, Inc.	Registered in New Hampshire	
RECYCLE! NEW ENGLAND & Design	Casella Waste Management, Inc.	Renewed in Massachusetts	51473
GIVING RESOURCES NEW LIFE	Casella Waste Systems, Inc.	Registered	3,607,065
GIVING RESOURCES NEW LIFE	Casella Waste Systems, Inc.	Registered	3,607,066
CASELLA	Casella Waste Systems, Inc.	Registered	3,494,839
CASELLA	Casella Waste Systems, Inc.	Registered	3,494,840
CASELLA	Casella Waste Systems, Inc.	Registered	3,439,611
BECAUSE IT MATTERS	Casella Waste Systems, Inc.	Registered	3,525,231
REINVENTING THE WAY THE WORLD MANAGES WASTE	Casella Waste Systems, Inc.	Registered	3,525,233
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,530
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,528

Schedule B to IP Security Agreement

SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,432,844
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,529
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,532
SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC DEVELOPMENT & Design	Casella Waste Systems, Inc.	Registered	3,345,531
SEED	Casella Waste Systems, Inc.	Registered	3,330,665

TRADEMARK APPLICATIONS

Trademark	Status in Trademark Office	Serial Number
ZERO-SORT	Pending	77/479983
ZERO-SORT	Pending	77/479990
ZERO-SORT	Pending	77/479988
THINK SMART	Pending	77/432414
THINK SMART	Pending	77/432406
THINK SMART	Pending	77/432398

TRADEMARK LICENSES

None.

Schedule B to IP Security Agreement