

## 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 Technologies, Inc.	08/22/2013
RECEIVING PARTY DATA	
Name:	Royal Bank of Canada
Street Address:	4th Floor
Internal Address:	20 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6469526
Application Number:	12132070
Application Number:	12898941
CORRESPONDENCE DATA	
Fax Number:	2123108007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2123108000
Email:	sarah.davis@weil.com, brian.lee@weil.com
Correspondent Name:	Sarah Davis
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153
ATTORNEY DOCKET NUMBER:	44114.0010/ S. DAVIS
NAME OF SUBMITTER:	Sarah Davis

Signature:	/Sarah Davis/
Date:	08/26/2013
<b>Total Attachments: 4</b> source=IP Agreement - Patent Security#page1.tif source=IP Agreement - Patent Security#page2.tif source=IP Agreement - Patent Security#page3.tif source=IP Agreement - Patent Security#page4.tif	

## PATENT SECURITY AGREEMENT

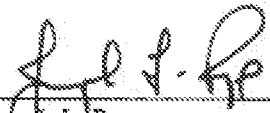
This PATENT SECURITY AGREEMENT dated as of August 22, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by and among Synagro Technologies, Inc. (the **Grantor**) and Royal Bank of Canada, as administrative agent (in such capacity, the **Administrative Agent**).

Reference is made to (a) the Credit Agreement dated as of August 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Credit Agreement**), among Synagro Infrastructure Company, Inc. (**Infrastructure AcquisitionCo**), Synagro Drilling, Inc. (**Drilling AcquisitionCo**), Synagro Rail, Inc. (**Rail AcquisitionCo**, collectively with Infrastructure AcquisitionCo and Drilling AcquisitionCo, the **Borrowers**), STI Infrastructure S.à r.l., the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Collateral Agreement**), among the Borrowers, Whitemarsh Infrastructure Acquisition, Inc., Whitemarsh Drilling Acquisition, Inc., Whitemarsh Rail Acquisition, Inc., the other Initial Grantors, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.
2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the **Security Interest**) in all of such Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Patents listed on Schedule I (the **Patent Collateral**). The Grantor authorizes and requests that the Commissioner for Patents record this Agreement.
3. **Collateral Agreement.** The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.
4. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNAGRO TECHNOLOGIES, INC.

By:   
Name: Joseph L. Page  
Title: Executive Vice President, CAO and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT  
REEL: 031081 FRAME: 0343

ROYAL BANK OF CANADA,  
as Administrative Agent

By: 

Name:

Title:

**Susan Khokher**  
**Manager, Agency**

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 031081 FRAME: 0344**

**SCHEDULE I TO PATENT SECURITY AGREEMENT****PATENTS AND PATENT APPLICATIONS**

<b>MARK</b>	<b>CURRENT RECORDED OWNERSHIP ENTITY</b>	<b>APPLN NO./ DATE</b>	<b>REG. NO./ DATE</b>	<b>REGISTER</b>
BIOSOLID DRYING AND UTILIZATION IN CEMENT PROCESSES	Assignor: Maestri, Thomas J. Assignee: Synagro Technologies, Inc.	US Patent No. U.S. Serial No.: 12/132,070 Docket #: 20336-0003001 File date: 06/03/2008		US Patents and Trademark Office
SYSTEM FOR DETECTING CONDUCTIVE CONTAMINANTS AND METHOD OF USE	SYNAGRO TECHNOLOGIES, INC.	US Patent No. 6469526 10/22/2002 App. No. 09547555 File date: 4/12/2000		US Patents and Trademark Office
NUTRIENT ENHANCED BIOSOLIDS PELLETS	SYNAGRO TECHNOLOGIES, INC. AND THE ANDERSONS, INC.	US Patent No. PENDING Appl. No. 12898941 Filing date: 10/06/2010		US Patents and Trademark Office