

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| SYNAGRO TECHNOLOGIES, INC.       |  | 06/08/2005            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | BANK OF AMERICA, N.A.  |                       |                       |
| <b>Street Address:</b>           | 101 N. Tryon Street  |                       |                       |
| <b>Internal Address:</b>         | 15th Floor, NC1-001-15-02  |                       |                       |
| <b>City:</b>                     | Charlotte  |                       |                       |
| <b>State/Country:</b>            | NORTH CAROLINA   |                       |                       |
| <b>Postal Code:</b>              | 28255  |                       |                       |
| <b>Entity Type:</b>              | Association:   |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 2448768  | SYNAGRO               |                       |
| Registration Number:             | 2467138  | SYNAGRO               |                       |
| Registration Number:             | 2595501  | SYNAGRO               |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (202)639-7003  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 202-639-7352   |                       |                       |
| <b>Email:</b>                    | davidmi@ffhsj.com  |                       |                       |
| <b>Correspondent Name:</b>       | Michael David  |                       |                       |
| <b>Address Line 1:</b>           | 1001 Pennsylvania Avenue, N.W.   |                       |                       |
| <b>Address Line 2:</b>           | 8th Floor  |                       |                       |
| <b>Address Line 4:</b>           | Washington, DISTRICT OF COLUMBIA 20004   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Michael David  |                       |                       |
| <b>Signature:</b>                | /Michael David/  |                       |                       |

CH \$90.00 2448768

Date:

06/30/2005

**Total Attachments: 6**

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SYNAGRO TECHNOLOGIES, INC., a Delaware Corporation (the "Borrower"), having its chief executive office at 1800 Bering Drive, Suite 1000, Houston, Texas 77057, 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 TECHNOLOGIES, INC., as  
Borrower

By: Alvin L. Thomas II  
Name: Alvin L. Thomas II  
Title: Executive Vice President

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

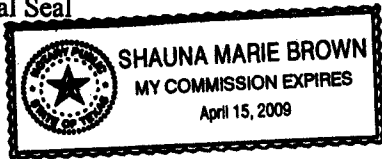
By: \_\_\_\_\_  
Name:  
Title:

STATE OF Texas  
County of Harris

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

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  
TECHNOLOGIES, INC., a Delaware corporation, on behalf of SYNAGRO TECHNOLOGIES, INC.

My commission expires:

Notarial Seal

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

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

SYNAGRO TECHNOLOGIES, INC., as  
Borrower

By: Alvin L. Thomas II  
Name: Alvin L. Thomas II  
Title: Executive Vice President

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

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

STATE OF Texas  
County of Harris

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My commission expires:

Notarial Seal



Shauna Marie Brown  
Notary Public

Schedule A to Patent and Trademark Agreement

**PATENTS AND PATENT APPLICATIONS**

| <u>Serial No. or<br/>Patent No.</u> | <u>Date</u> | <u>Issue Title</u>  | <u>Inventor</u>         | <u>Country</u> | <u>Patent Holder</u>             |
|-------------------------------------|-------------|---|-------------------------|----------------|----------------------------------|
| 6,469,526                           | 10/22/2002  | System for<br>Detecting<br>Conductive<br>Contaminants<br>and Method of<br>Use | Marshall R.<br>Franklin | U.S.           | Synagro<br>Technologies,<br>Inc. |

**PATENT LICENSES**

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

**TRADEMARKS**

| <u>Registration No.</u> | <u>Country</u> | <u>Issue Date</u> | <u>Mark</u>    |
|-------------------------|----------------|-------------------|----------------|
| 2,448,768               | U.S.           | 05/08/2001        | <u>SYNAGRO</u> |
| 2,467,138               | U.S.           | 07/10/2001        | <u>SYNAGRO</u> |
| 2,595,501               | U.S.           | 07/16/2002        | SYNAGRO        |

**TRADEMARK APPLICATIONS**

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

**TRADEMARK LICENSES**

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