

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402964

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Casella Waste Systems, Inc.		10/17/2016	Corporation: DELAWARE
Casella Waste Management, Inc.		10/17/2016	Corporation: VERMONT
New England Waste Services of ME, Inc.		10/17/2016	Corporation: MAINE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	TX1-492-14-19
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
<b>Registration Number:</b>	4583175	A GREENER SOLUTION
<b>Registration Number:</b>	3494839	CASELLA
<b>Registration Number:</b>	3494840	CASELLA
<b>Registration Number:</b>	3439611	CASELLA
<b>Registration Number:</b>	3029823	EARTHLIFE
<b>Registration Number:</b>	3607065	GIVING RESOURCES NEW LIFE
<b>Registration Number:</b>	3607066	GIVING RESOURCES NEW LIFE
<b>Registration Number:</b>	4085114	HOW RECYCLING GETS DONE
<b>Registration Number:</b>	4309583	HOW TRASH AND RECYCLING GETS DONE
<b>Registration Number:</b>	4514369	
<b>Registration Number:</b>	4514371	
<b>Registration Number:</b>	4289920	PUTTING WASTE TO WORK
<b>Registration Number:</b>	4265566	PUTTING WASTE TO WORK
<b>Registration Number:</b>	3330665	SEED
<b>Registration Number:</b>	3345530	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3345528	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3432844	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345529	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345532	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3345531	SEED SUSTAINABLE ENVIRONMENTAL ECONOMIC
Registration Number:	3655681	ZERO-SORT
Registration Number:	4078141	ZERO-SORT
Registration Number:	3655680	ZERO-SORT
Registration Number:	4218646	ZERO-SORT HOW RECYCLING GETS DONE
Registration Number:	4180262	ZERO-SORT HOW RECYCLING GETS DONE
Registration Number:	4180263	ZERO-SORT HOW RECYCLING GETS DONE
Registration Number:	4356561	BIOMIX
Registration Number:	4511691	CASELLA ORGANICS
Registration Number:	4451892	FERTILIMER
Registration Number:	4444486	FIBERBED
Registration Number:	4451891	FIBERLIME
Registration Number:	2636349	NEW ENGLAND ORGANICS

**CORRESPONDENCE DATA**

**Fax Number:** 7044448857

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 7043432000

**Email:** twitcher@mcguirewoods.com

**Correspondent Name:** Terry L. Witcher, Paralegal

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 201 North Tryon Street, Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Paralegal
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	10/21/2016

**Total Attachments: 11**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2016 (this "Trademark Security Agreement"), by CASELLA WASTE SYSTEMS, INC., a Delaware corporation (the "Company") and each Subsidiary of the Company identified on the signature pages hereof (such Subsidiaries, together with the Company, collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent ("Administrative Agent") for itself and the Lenders from time to time party to the Credit Agreement, as hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 17, 2016 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Administrative Agent and the Lenders from time to time party thereto, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent, on behalf of itself and the other Secured Parties, a security interest in substantially all of Grantor's personal property and assets, including, without limitation, the Trademark Collateral (as defined below) referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has agreed to execute this Trademark Security Agreement in respect of its Trademark Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Trademark Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) (i) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (ii) any reissues, extensions or renewals of any Marks, (iii) the goodwill of the business symbolized by or associated with the Marks, (iv) all domain names, (v) all means of manufacturing goods or offering services covered

by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (vi) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (vii) any rights to sue for past, present and future infringements of the Marks, as set forth in Schedule A hereto, as Schedule A may be supplemented (pursuant to this Trademark Security Agreement and the Security Agreement) from time to time by supplements which may be executed and delivered by the Grantor to the Administrative Agent from time to time (the "Trademarks"); and

(b) any and all proceeds of the foregoing; provided, however that the Trademark Collateral shall not include any Excluded Collateral (as defined in the Security Agreement).

2. SECURITY FOR OBLIGATIONS. The pledge and collateral assignment of, and the grant of a security interest in, the Trademark Collateral by each of the Grantors under this Trademark Security Agreement secures the payment in full of all Obligations (other than unasserted contingent indemnity claims or unasserted claims based on provisions in the Loan Documents that survive the repayment of the Obligations) of the Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. COVENANTS.

(a) If, before Full Payment, any Grantor obtains rights to any new Trademarks, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to the Administrative Agent notice thereof in writing in accordance with the Security Agreement. Without limiting the Grantor's obligations under this paragraph, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

(b) Any expenses incurred in connection with prosecution, registration and maintenance of the Trademarks shall be borne by the Grantors.

(c) If any Grantor fails to comply with any of the foregoing provisions of this Section 3, the Administrative Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at the Grantor's expense, and each Grantor hereby agrees to reimburse the Administrative Agent in full for all expenses, including the fees and disbursements of counsel incurred by the Administrative Agent in procuring, protecting, defending and maintaining the Trademark Collateral in accordance with the Credit Agreement. In the event that the Grantor shall fail to pay when due any fees required to be paid

by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of the Grantor repayable on demand, together with interest at the rate applicable to Revolving Credit Loans at the Base Rate.

(d) During the continuation of an Event of Default, Grantors shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantors engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, the Administrative Agent shall have the right (but shall not be obligated) during the continuation of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

5. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GRANTS, RIGHTS AND REMEDIES. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. GOVERNING LAW.

(a) THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT

COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY SECURED PARTY, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**GRANTORS:**

CASELLA WASTE SYSTEMS, INC.

By: 

Name: Edmond R. Coletta

Title: Senior Vice President and Chief Financial  
Officer

CASELLA WASTE MANAGEMENT, INC.  
NEW ENGLAND WASTE SERVICES OF ME, INC.

By: 

Name: Edmond R. Coletta

Title: Vice President and Treasurer



ACCEPTED AND ACKNOWLEDGED BY:


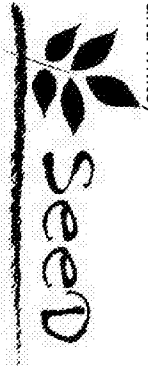
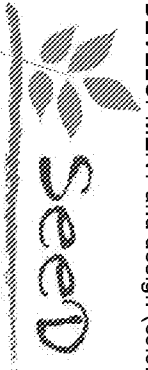
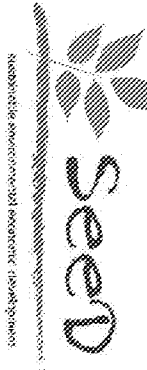
BANK OF AMERICA, N.A., as Administrative Agent

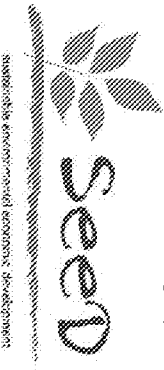
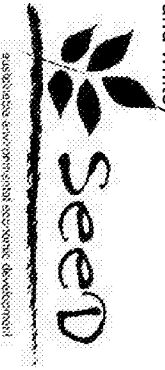
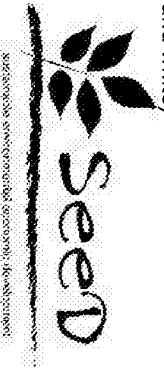

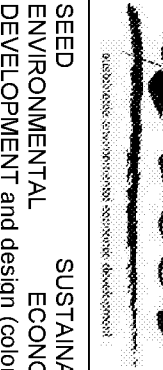
By: *Ronaldo Naval*  
Name: Ronaldo Naval  
Title: Vice President

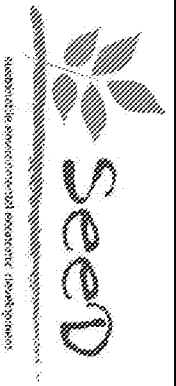
**SCHEDULE A**  
Trademarks

**TRADEMARKS**

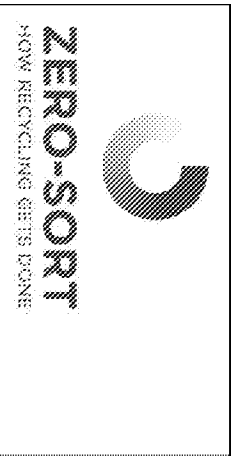


TRADEMARK	OWNER		STATUS IN TRADEMARK OFFICE	REGISTRATION NUMBER	REGISTRATION DATE
A GREENER SOLUTION	Casella Systems, Inc.	Waste	Registered	4,583,175	8/12/2014
CASELLA	Casella Systems, Inc.	Waste	Registered	3,494,839	9/2/2008
CASELLA	Casella Systems, Inc.	Waste	Registered	3,494,840	9/2/2008
CASELLA	Casella Systems, Inc.	Waste	Registered	3,439,611	6/3/2008
EARTHLIFE	Casella Systems, Inc.	Waste	Registered	3,029,823	12/13/2005
GIVING RESOURCES NEW LIFE	Casella Systems, Inc.	Waste	Registered	3,607,065	4/14/2009
GIVING RESOURCES NEW LIFE	Casella Systems, Inc.	Waste	Registered	3,607,066	4/14/2009
HOW RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	4,085,114	1/10/2012
HOW TRASH AND RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	4,309,583	3/26/2013
MISCELLANEOUS DESIGN 	Casella Systems, Inc.	Waste	Registered	4,514,369	4/15/2014
MISCELLANEOUS DESIGN	Casella	Waste	Registered	4,514,371	4/15/2014

	Systems, Inc.				
PUTTING WASTE TO WORK	Casella Systems, Inc.	Waste	Registered	4,289,920	2/12/2013
PUTTING WASTE TO WORK	Casella Systems, Inc.	Waste	Registered	4,265,566	12/25/2012
SEED	Casella Systems, Inc.	Waste	Registered	3,330,665	11/6/2007
SEED ENVIRONMENTAL DEVELOPMENT and design (black and white)	Casella Systems, Inc.	Waste	Registered	3,345,530	11/27/2007
					
SEED ENVIRONMENTAL DEVELOPMENT and design (color)	Casella Systems, Inc.	Waste	Registered	3,345,528	11/27/2007
					
SEED ENVIRONMENTAL DEVELOPMENT and design (color)	Casella Systems, Inc.	Waste	Registered	3,432,844	5/20/2008
					

 <p>SEED ENVIRONMENTAL DEVELOPMENT and design (color)</p> <p>SUSTAINABLE ECONOMIC</p>	<p>Casella Systems, Inc.</p> <p>Waste</p>	<p>Registered</p>	<p>3,345,529</p>	<p>11/27/2007</p>
 <p>SEED ENVIRONMENTAL DEVELOPMENT and design (black and white)</p> <p>SUSTAINABLE ECONOMIC</p>	<p>Casella Systems, Inc.</p> <p>Waste</p>	<p>Registered</p>	<p>3,345,532</p>	<p>11/27/2007</p>
 <p>SEED ENVIRONMENTAL DEVELOPMENT and design (black and white)</p> <p>SUSTAINABLE ECONOMIC</p>	<p>Casella Systems, Inc.</p> <p>Waste</p>	<p>Registered</p>	<p>3,345,531</p>	<p>11/27/2007</p>
 <p>SEED ENVIRONMENTAL DEVELOPMENT and design (black and white)</p> <p>SUSTAINABLE ECONOMIC</p>	<p>Casella Systems, Inc.</p> <p>Waste</p>	<p>Registered (Canada)</p>	<p>732,753</p>	<p>1/20/2009</p>
 <p>SEED ENVIRONMENTAL DEVELOPMENT and design (color)</p> <p>SUSTAINABLE ECONOMIC</p>	<p>Casella Systems, Inc.</p> <p>Waste</p>	<p>Registered (Canada)</p>	<p>732,225</p>	<p>1/13/2009</p>



ZERO-SORT	HOW RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	3,655,681	7/14/2009
ZERO-SORT	HOW RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	4,078,141	12/27/2011
ZERO-SORT	HOW RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	3,655,680	7/14/2009
ZERO-SORT	HOW RECYCLING GETS DONE and design (black and white)	Casella Systems, Inc.	Waste	Registered	4,218,646	10/2/2012
ZERO-SORT	HOW RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	4,180,262	7/24/2012
ZERO-SORT	HOW RECYCLING GETS DONE	Casella Systems, Inc.	Waste	Registered	4,180,263	7/24/2012

				
BIOMIX	New England Waste Services of ME., Inc.	Registered	4,356,561	6/25/2013
CASSELLA ORGANICS and design 	New England Waste Services of ME., Inc.	Registered	4,511,691	4/8/2014
FERTILIMER	New England Waste Services of ME., Inc.	Registered	4,451,892	12/17/2013
FIBERBED	New England Waste Services of ME., Inc.	Registered	4,444,486	12/3/2013
FIBERLIME	New England Waste Services of ME., Inc.	Registered	4,451,891	12/17/2013
NEW ENGLAND ORGANICS and design 	New England Waste Services of ME., Inc.	Registered	2,636,349	10/15/2002

**TRADEMARK APPLICATIONS**

None.