

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-TERM		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFL ENVIRONMENTAL INC.		09/30/2016	Corporation: CANADA
RIZZO ENVIRONMENTAL SERVICES, INC.		09/30/2016	Corporation: DELAWARE
RIZZO RECYCLING SERVICES, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 7TH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4394608	GFL GREEN FOR LIFE	
Registration Number:	3070446	RIZZO	
Registration Number:	4468790	RIZZO ENVIRONMENTAL SERVICES	
Registration Number:	3167435	RIZZO SERVICES	
Registration Number:	3996255	ROYAL OAK RECYCLING	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>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.</i>			
Phone:	(212) 455-2128		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Derek Stueben, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	008330/0366		

CH \$140.00 4394608

NAME OF SUBMITTER:	DEREK STUEBEN
SIGNATURE:	/ds/
DATE SIGNED:	12/15/2016
Total Attachments: 5 source=US Trademark Security Agreement (Execution Version)#page1.tif source=US Trademark Security Agreement (Execution Version)#page2.tif source=US Trademark Security Agreement (Execution Version)#page3.tif source=US Trademark Security Agreement (Execution Version)#page4.tif source=US Trademark Security Agreement (Execution Version)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 30, 2016, is made by the Grantors identified on the signature page below (each, a “**Grantor**”), in favor of BARCLAYS BANK PLC, as the collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties. Unless otherwise defined herein, terms defined in the Credit Agreement (as defined below) and used herein have the meaning given to them in the Credit Agreement.

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of September 30, 2016, by and among, inter alios, GFL Environmental Inc., a corporation amalgamated and existing under the laws of Ontario, as the Borrower (“**Borrower**”), the Lenders from time to time party thereto and the Collateral Agent, as administrative agent and collateral agent for the Lenders, and the other agents and parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor is party to a General Security Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among, inter alios, Borrower, each Grantor and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in all IP Rights, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement;

WHEREAS, the Collateral Agent is party to a First Lien Intercreditor Agreement, dated as of September 30, 2016 (the “**Intercreditor Agreement**”), which was acknowledged and agreed by the Borrower and each Grantor; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby pledges, and grants to the Collateral Agent, for the benefit of the Secured Parties, and to secure the payment and discharge of all Obligations of the Grantors, a security interest in all of such Grantor’s right, title and interest in and to all of the trademark registrations and applications set forth on Schedule A annexed hereto (collectively, the “**Trademark Collateral**”):

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, Security Agreement and the Intercreditor Agreement. All of the terms of the Credit Agreement, the Security Agreement and

the Intercreditor Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, Security Agreement or the Intercreditor Agreement, the provisions of the Credit Agreement, Security Agreement or the Intercreditor Agreement (as applicable) shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

GFL ENVIRONMENTAL INC. as Grantor

By: _____
Patrick Dovigi
President and Chief Executive Officer

RIZZO ENVIRONMENTAL SERVICES, INC. as Grantor

By: _____
Patrick Dovigi
President

RIZZO RECYCLING SERVICES, LLC as Grantor

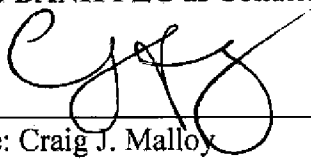
By: _____
Patrick Dovigi
President

[Signature Page to US (Term Loan) Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC as Collateral Agent

By: _____


Name: Craig J. Malloy

Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

Registered Owner	Mark	Registration No.	Jurisdiction
GFL Environmental Inc.	GFL GREEN FOR LIFE & design	4394608	U.S.
Rizzo Environmental Services, Inc.	RIZZO	3070446	U.S.
Rizzo Environmental Services, Inc.	RIZZO ENVIRONMENTAL SERVICES	4468790	U.S.
Rizzo Environmental Services, Inc.	RIZZO SERVICES	3167435	U.S.
Rizzo Recycling Services, LLC	ROYAL OAK RECYCLING & design	3996255	U.S.

Applications

None.

Licenses under which a Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.