

Form PTO-1595
(rev 06/04)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Bank of America, N.A.
555 S. Flower Street
Los Angeles, CA 90071

Execution Date(s) **June 24, 2005**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: **DSS Environmental, Inc.**

Internal Address: _____

Street Address: **40 Lane Road**

City: **Fairfield**

State: **New Jersey**

Country: **USA** Zip: **07004**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other **Release of Lien in Patents**

This document is being filed together with a new application

4. Application number(s) or patent number(s):

A. Patent Application No(s).

B. Patent No(s).

5843308

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

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6. Total number of applications and patents involved: 2

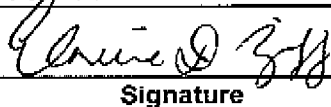
7. Total fee (37 CFR 1.21(h) and 3.41) \$80

All fees and any deficiencies (or credits) are authorized to be charged (or credited) to Deposit Account (Our Ref. 180000/22)

8. Payment Information

Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.



Signature

July 7, 2005

Date

Elaine Ziff

Name of Person Signing

Total number of pages including cover sheet, and documents:

6

GH \$80.00 192385 08744024

**SCHEDULE A TO
TERMINATION AND
RELEASE OF LIEN IN PATENTS**

Country	Patent	App. No./ (Filing Date)	Patent. No./ (Issuance Date)
United States	Wastewater Management System	08/744,024 11/05/96	5,843,308 12/01/98

**TERMINATION AND RELEASE
OF LIEN IN PATENTS**

This TERMINATION AND RELEASE OF LIEN IN PATENTS is given as of this 24th day of June, 2005 by BANK OF AMERICA, N.A., a national banking association located at 555 S. Flower Street, Los Angeles, CA 90071 ("Assignor") in its capacity as Collateral Agent in favor of DSS ENVIRONMENTAL, INC., a New York corporation located at 40 Lane Road, Fairfield, NJ 07004 ("Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Patent Security Agreement or the Security Agreement (as respectively defined below).

WHEREAS, pursuant to the Security Agreement, dated March 10, 2004 (as such Security Agreement may have been amended, supplemented or otherwise modified from time to time) (the "Security Agreement") among Assignee, the other grantors named therein, and Assignor in its capacity as Collateral Agent for and representative of (i) the Detroit L/C Agents and the Detroit L/C Lenders that are from time to time parties to the Detroit L/C Facility Agreement, (ii) the New L/C Agent and the New L/C Lenders that are from time to time parties to the New L/C Facility Agreement, (iii) the holders of the High Yield Notes, and (iv) the Cash Management Bank (Assignor, in such capacity, the "Secured Party"), Assignee granted in favor of Secured Party a secured and protected interest in the Patent Collateral, and Secured Party became a secured creditor of the Patent Collateral.

WHEREAS, pursuant to the Grant of Patent Security Interest, dated March 10, 2004 (the "Patent Security Agreement"), Assignee granted to Secured Party four separate security interests (subject to the terms of the Intercreditor Agreement) (including, without limitation, the provisions regarding lien priority), in all of Assignee's right, title and interest in and to the following, in each case whether owned or thereafter existing or in which Assignee had or thereafter acquired an interest and wherever the same may be located (collectively, the "Patent Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by Assignee, and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Assignee in whole or in part (including without limitation, the patents and patent applications listed in Schedule A, all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the following being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral, to the extent not otherwise included, all payments under

insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of the Grant of Patent Security Interest, the term "Proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of whether such disposition is voluntary or involuntary.

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on March 22, 2004 at Reel/Frame 014455/0835.

WHEREAS, Assignor, as Collateral Agent for the Secured Party, has agreed, for good and valuable consideration, to release its security interests in the Patent Collateral and reassign, transfer, and grant all of its right, title and interest in the Patent Collateral to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. **Authority of Assignor.** Assignor acknowledges that it is authorized to execute this Termination and Release of Lien in Patents in its capacity as Collateral Agent in accordance with the Security Agreement.
2. **Termination and Release of Security Interest.** Assignor hereby terminates and releases its security interests in the Patent Collateral and reverts Assignee with full right, title, and interest in, to, and under the Patent Collateral (the "Termination"). Assignor acknowledges and agrees that, as a result of the Termination, it has no further rights to or interest in the Patent Collateral.
3. **Effectiveness of Termination.** Notwithstanding anything to the contrary, the Termination shall be deemed effective upon Payment in Full of the Secured Obligations.

IN WITNESS WHEREOF, Assignor has caused this **TERMINATION AND RELEASE OF LIEN IN PATENTS** to be duly executed as of the date above first written.

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

By: 

Name:
Title: **Charles D. Graber**
Vice President

On this ____ day of _____, 2005, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.

State of _____)

County of _____)

ss.

STATE OF CALIFORNIA)
SS.

COUNTY OF San Francisco

On June 22, 2005, before me, Steven Posin personally
appeared Charles Guber personally known to me
[or] proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity(ies), and that by his/her signature(s)
on the instrument the person(s), or the entity(ies) upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Steven Posin



My commission expires on 3/4/2009