


Form PTO-1595 (rev 06/04)		<b>RECORDATION FORM COVER SHEET PATENTS ONLY</b>		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:					
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <b>DSS Environmental, Inc.</b> 40 Lane Road Fairfield, New Jersey 07004  Execution Date(s) <b>June 24, 2005</b>  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>2. Name and Address of receiving party(ies)</b>  Name: <b>Credit Suisse, Cayman Islands Branch</b> Internal Address: _____ Street Address: <b>Eleven Madison Avenue</b> City: <b>New York</b> State: <b>New York</b> Country: <b>USA</b> Zip: <b>10010</b>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <b>Parity Lien Patent Security Agreement</b>		<b>4. Application number(s) or patent number(s):</b> A. Patent Application No(s).  B. Patent No(s). <div style="display: flex; justify-content: space-between;"> <span><b>5843308</b></span> <span><b>5762006</b></span> <span><b>5092254</b></span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>5082572</b></span> <span><b>4940010</b></span> </div> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  <b>Elaine D. Ziff, Esq.</b> <b>SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP</b> Four Times Square New York, New York 10036 Tel: (212) 735-2656 Fax: (917) 777-2656 EZiff@skadden.com		<b>6. Total number of applications and patents involved:</b> <u>5</u>		<b>7. Total fee (37 CFR 1.21(h) and 3.41)</b> <b>\$200</b>  <input checked="" type="checkbox"/> All fees and any deficiencies (or credits) are authorized to be charged (or credited) to Deposit Account (Our Ref. 18000/22)	
<b>9. Signature.</b>  _____ Signature <b>Elaine Ziff</b> _____ Name of Person Signing		<b>8. Payment Information</b> Deposit Account No. <b>19-2385</b> Authorized user Name: <b>Philip H. Bartels</b>		Date <b>September 21, 2005</b> _____ Total number of pages including cover sheet, and documents: <span style="border: 1px solid black; padding: 5px; display: inline-block; width: 40px; text-align: center;">8</span>	

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**CONTINUATION OF Item 1. Names of Additional Conveying Parties**

**Covanta Projects, Inc. (f/k/a Ogden Projects, Inc.)**

40 Lane Road

Fairfield, New Jersey 07004

**Covanta Systems, LLC**

40 Lane Road

Fairfield, new Jersey 07004

**Covanta Secure Systems, LLC**

40 Lane Road

Fairfield, New Jersey 07004

## PARITY LIEN

### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 24, 2005 (as amended, restated or otherwise modified from time to time, the "Parity Lien Patent Security Agreement"), among DSS ENVIRONMENTAL, INC., a New York corporation, located at 40 Lane Road, Fairfield, New Jersey 07004, COVANTA PROJECTS, INC. (formerly known as Ogden Projects, Inc.) a Delaware corporation, located at 40 Lane Road, Fairfield, New Jersey 07004, COVANTA SYSTEMS, LLC, a Delaware limited liability corporation, located at 40 Lane Road, Fairfield, New Jersey 07004 and COVANTA SECURE SYSTEMS, LLC, a Delaware limited liability corporation, located at 40 Lane Road, Fairfield, New Jersey (collectively, the "Grantors"), and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, a Swiss corporation, located at Eleven Madison Avenue, New York, New York 10010,, as collateral agent for the Secured Parties (in such capacity as Collateral Agent, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, Grantors are party to a Parity Lien Pledge and Security Agreement dated as of June 24, 2005 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to Collateral Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future

infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, and if not otherwise included in the definition of "Proceeds" herein, all licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time).

Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any lease, license contract, property rights or agreement, and any assets subject to any thereof, to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in one or more 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.

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

United States Patents

<b>Invention</b>	<b>Patent No. [Pub. No.] (App. No.)</b>	<b>Issue Date [Pub. Date] (App. Date)</b>
Waste Water Management System	5843308 (08/744024)	12/1/1998 (11/5/1996)
Compound Curvature Domical Structure for Waste-to-Energy Facility	5762006 (08/319591)	6/9/1998 (10/7/1994)
Acid Gas Control Process and Apparatus for Waste Fired Incinerators	5092254 (07/521038)	3/3/1992 (5/9/1990)
Ash Vibration Process and Apparatus	5082572 (07/577365)	1/21/1992 (9/5/1990)
Acid Gas Control Process and Apparatus for Waste Fired Incinerators	4940010 (07/222909)	7/10/1990 (7/22/1988)

Foreign Patents

<b>Country</b>	<b>Invention</b>	<b>Patent No. [Pub. No.] (App. No.)</b>	<b>Issue Date [Pub. Date] (App. Date)</b>
Australia	Compound Curvature Domical Structure for Waste-to-Energy Facilities	[9511749] (9511749)	[6/13/1995] (11/10/1994)
Israel	Compound Curvature Domical Structure for Waste-to-Energy Facilities	[111631] (111631)	[12/8/1995] (11/14/1994)
Australia	Method and Apparatus for Cooling High-Temperature Processes	[8941248] (8941248)	[3/22/1990] (9/11/1989)
Brazil	Method and Apparatus for Cooling High-Temperature Processes	[8904617]	[4/24/1990]
Norway	Method and Apparatus for Cooling High-Temperature Processes	[8903676]	[3/19/1990]
Australia	Method and Apparatus for Reducing Ammonia in	[9476708] (9476708)	[3/14/1995] (8/18/1994)

Country	Invention	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)
	Combustion Gases		
Israel	Method for Reducing Ammonia in Combustion Gases	[110707] (110707)	[11/11/1994] (8/18/1994)
Australia	Method for the Combustion of Spent Potlinings from the Manufacture of Aluminum	599263 [8821948] (8821948)	7/12/1990 [3/9/1989] (9/7/1988)
Brazil	Method for the Combustion of Spent Potlinings from the Manufacture of Aluminum	[8804595]	[4/18/1989]
New Zealand	Method for the Combustion of Spent Potlinings from the Manufacture of Aluminum	[225794]	[4/26/1990]
Norway	Method for the Combustion of Spent Potlinings from the Manufacture of Aluminum	[8803954]	[3/9/1989]
Australia	Method for the Removal of Cyanides from Spent Potlinings from Aluminum Manufacture	[9051812] (9051812)	[9/26/1990] (2/20/1990)
Canada	Wastewater Management System	2242156 (2242156)	2/12/2002 (11/4/1997)

### PATENT LICENSES

Description of Agreement/Parties	Invention	Patent or Application No.
Amended and Restated Cooperation Agreement between Martin GMBH für Umwelt-und Energietechnik and Covanta Energy Group, Inc.	For burning and disposal of garbage	N/A License is pursuant to an agreement.
Agreement between Joy Environmental Technologies, Inc. (assigned to The Babcock and Wilcox Company) and Ogden Projects, Inc. on December 22, 1995	Relates to Removal of Mercury from the Flue Gas Emissions of Incineration Facilities through an Activated Carbon Injection Process in a Spray Dryer Absorption System	4889698 (held by NIRO A/S (formerly A/S NIRO Atomizer, Denmark))

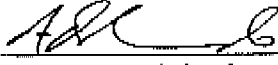
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DSS ENVIRONMENTAL, INC.

COVANTA PROJECTS, INC.

COVANTA SYSTEMS, LLC

COVANTA SECURE SERVICES, INC.

By:   
Name: Anthony J. Orlando  
Title: President and Chief Executive Officer

Accepted and Agreed:

**CREDIT SUISSE CAYMAN ISLANDS BRANCH**  
as Collateral Agent

By: 

Name: ROBERT HETU  
Title: DIRECTOR

By: 

Name: VANESSA GOMEZ  
Title: VICE PRESIDENT