

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Patent Rights

CONVEYING PARTY DATA

Name	Execution Date
Goldman Sachs Credit Partners, L.P.	02/09/2007

RECEIVING PARTY DATA

Name:	Covanta Projects, Inc.
Street Address:	40 Lane Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004

Name:	Covanta Systems, LLC
Street Address:	40 Lane Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004

Name:	Covanta Secure Systems, LLC
Street Address:	40 Lane Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5843308
Patent Number:	5762006
Patent Number:	5092254
Patent Number:	5082572
Patent Number:	4940010

PATENT

500224991

REEL: 018898 FRAME: 0358

OP \$200.00 5843308

CORRESPONDENCE DATA

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509265/1309

NAME OF SUBMITTER:

Kirstie Howard

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of February 9, 2007, from GOLDMAN SACHS CREDIT PARTNERS, L.P., in its capacity as collateral agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Covanta Projects, Inc., Covanta Systems, LLC, and Covanta Secure Systems, LLC (the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 24, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the First Lien Pledge and Security Agreement dated as of June 24, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement, the Grantors executed a Patent Security Agreement dated as of June 24, 2005, which was recorded in the Patent Division of the United States Patent and Trademark Office on September 22, 2005, at Reel 016835 and Frame 0268; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Patent Collateral" as used herein, shall mean all of the Grantors' right, title and interest in, to and under the following:

- (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 A hereto (as such schedule may be amended or supplemented from time to time).

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and all right, title and interest of the Agent in such Patent Collateral shall hereby cease and be void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated below.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: 
Name: James Balcom
Title: Authorized Signatory

Schedule A

Patents

Invention	Patent Number (Application Number)	Issue Date (Application Date)
Waste Water Management System	5,843,308 (08/744,024)	12/1/98 (11/5/96)
Compound Curvature Domical Structure for Waste-to-Energy Facility	5,762,006 (08/319,591)	6/9/98 (10/7/94)
Acid Gas Control Process and Apparatus for Waste Fired Incinerators	5,092,254 (07/521,038)	3/3/92 (5/9/90)
Ash Vibration Process and Apparatus	5,082,572 (07/577,365)	1/21/92 (9/5/90)
Acid Gas Control Process and Apparatus for Waste Fired Incinerators	4,940,010 (07/222,909)	7/10/90 (7/22/88)