



01/04/02

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form ~~PTO~~ 1594
(Rev. 03/01)
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Tab settings ⇌ ⇌ ⇌ ▼



101940474

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Metropolitan Entertainment Co., Inc.
40 Lane Road, CN-2615
Fairfield, New Jersey 07007-2615

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - New Jersey
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: JANUARY 2, 2002

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as
Internal Administrative Agent
Address: _____

Street Address: 1 Independence Center, 101
North Tryon Street
City: Charlotte State: NC Zip: 28255

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
76/188,175

B. Trademark Registration No.(s)
2,079,011
2,308,591

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard Roel
Internal Address: c/o O'Melveny & Meyers, LLP

Street Address: 153 East 53rd Street

City: New York State: New York Zip: 10022

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Roel Richard Roel 1/2/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

01/09/2002 TDIAZ1 00000072 76188175
01 FC:481 40.00 DP
02 FC:482 50.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002419 FRAME: 0103



GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, The Metropolitan Entertainment Co., Inc., a New Jersey corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, COVANTA ENERGY CORPORATION, a Delaware corporation (“**Company**”) and the Subsidiaries of Company listed on the signature pages thereof (collectively, Company and such Subsidiaries of Company are “**Borrowers**” and each a “**Borrower**”) have entered into a Revolving Credit and Participation Agreement dated as of March 14, 2001 (as such Credit Agreement may heretofore have been and as it may from time to time hereafter be amended, restated, supplemented, restated or otherwise modified, being the “**Credit Agreement**”) with the financial institutions listed on the signature pages thereof as Pooled Facility Lenders and Revolving Lenders; the financial institutions listed on the signature pages thereof as Opt-Out Lenders; the financial institutions listed on the signature pages thereof as Existing Pooled Facility Agents and Existing Pooled Facility Agents (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and **DEUTSCHE BANK AG**, New York Branch, as Documentation Agent, and **BANK OF AMERICA, N.A.**, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of November 30, 2001 (said Subsidiary Guaranty, as it may heretofore have been and as it may from time to time hereafter be amended, restated, supplemented or otherwise modified, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrowers under the Credit Agreement, the other Loan Documents, the Pooled Facility Documents and the Opt-Out Facility Documents, including without limitation the obligation of Borrowers to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 14, 2001 (as it may heretofore have been and as it may from time to time hereafter be amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark 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 trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, 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 Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2nd day January, 2002.

**THE METROPOLITAN ENTERTAINMENT
CO., INC.**

By: 

Name: Thomas Etter

Title: Vice President & Secretary

SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARKS ISSUED:

Trademark No.	Issue Date	Name of Trademark	Record Owner
2,079,011	July 15, 1997	Further Festival	The Metropolitan Entertainment Co., Inc.
2,308,591	January 18, 2000	Metropolitan Entertainment M and Logo	The Metropolitan Entertainment Co., Inc.
76/188, 175 application no.	Filed date December 28, 2000 Pending	My Favorite Broadway	The Metropolitan Entertainment Co., Inc.