

11-27-2006



RE

103340203

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):

Merrill Lynch Capital, a division of Merrill Lynch Business
Financial Services Inc., as Agent

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York

Internal _____

Address: _____

Street Address: 600 E Las Colinas Blvd., Suite 1300

City: Irving

State: Texas

Country: USA Zip: 75039

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 17, 2006

- Assignment
- Security Agreement
- Other Assignment of Security Interest
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See continuation of item 4 attached hereto.

B. Trademark Registration No.(s)
See continuation of Item 4 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

DBYRME 00000094 2143443 _____
Signature

Date November 21, 2006

40.00 DP
100.00 DP
120.00 DP
Linda R. Kastner
of Person Signing

Total number of pages including cover
sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146 or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CONTINUATION OF ITEM 4

TRADEMARK REGISTRATION/APPLICATION NOS

2,143,443

2,181,175

2,157,486

78/408/842

78/408,868

TRADEMARK

REEL: 003433 FRAME: 0794

SCHEDULE A

NexCycle, Inc.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Federal Service Mark NEXCYCLE in Class 40 for "recycling services"	2,143,443	03/20/98
Federal Service Mark NEXCYCLE in Class 37 for "collection of waste including glass, plastic, metals, fiber and paper products, and used clothing, for recycling"	2,181,175	08/28/98
Nexcycle Federal Service Mark Registration in Class 39	2,157,486	

CANADIAN TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>CA Registration No.</u>	<u>Date Registered</u>
NPI & NPI Design	1194655	
	1194654	
NexStat	1154166	

U.K. TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.K. Registration No.</u>	<u>Date Registered</u>
NexCycle (Classes 39 and 40)	2105447	

U.S. TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NPI & NPI Design	78/408,842	04/27/04
	78/408,868	04/27/04

TRADEMARK ASSIGNMENT

Dated: November 17, 2006

WHEREAS, NexCycle, Inc. owns all right, title and interest into the trademarks listed on Schedule A (“Trademarks”);

WHEREAS, pursuant to that Trademark Security Agreement dated as of September 30, 2005 which was filed with the United States Patent and Trademark Office (the “PTO”) on October 11, 2005 at Reel 003173, Frame 0718, as amended by that certain Amendment No. 1 to Trademark Security Agreement dated as of December 1, 2005 and filed with the PTO on December 5, 2005 at Reel 003206, Frame 0827(“Security Agreement”), between NexCycle, Inc. (“Grantor”) and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent for the Lenders party to the Second Lien Credit Agreement dated as of September 30, 2005 (“Merrill Lynch Capital”), among the Credit Parties party thereto, Merrill Lynch Capital (“Assignor”), and the financial institutions from time to time party thereto, Grantor has granted Assignor a security interest in the Trademarks; and

WHEREAS, pursuant to that certain Resignation and Appointment of Agent under Second Lien Credit Agreement, among Grantor, and the other Parties signatory thereto, Assignor and The Bank of New York (“Assignee”), Assignee became the successor in interest to Assignor and Assignor agreed to assign and transfer to Assignee all of its rights, interest and privileges to the Trademarks.

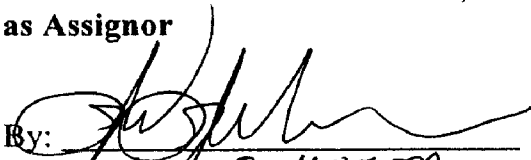
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

This document may be executed in 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

**MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS AGENT,
as Assignor**

By: 
Name: MICHAEL MOLENCAT
Title: VICE PRESIDENT

**THE BANK OF NEW YORK,
as Assignee**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

**MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS AGENT,
as Assignor**

By: _____
Name: _____
Title: _____

**THE BANK OF NEW YORK,
as Assignee**

By: 
Name: ROBERT D HINGSTON
Title: VICE PRESIDENT