

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment from Merrill Lynch Capital Canada Inc. to GE Canada Finance Holding Company

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Canada Inc.		06/30/2008	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company
Street Address:	123 Front Street
Internal Address:	Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	Unlimited Liability Company: NOVA SCOTIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2143443	NEXCYCLE
Registration Number:	2181175	NEXCYCLE
Registration Number:	2157486	NEXCYCLE
Serial Number:	78408842	NPI
Serial Number:	78408868	NPI

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312/876-7628
 Email: linda.kastner@lw.com
 Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

OP \$140.00 2143443

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Linda R. Kastner
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Signature:	/lk/
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Date:	07/10/2008
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

Dated: June 30, 2008

WHEREAS, Strategic Materials, Inc. owns all right, title and interest into the trademarks listed on Schedule A ("Trademarks");

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 30, 2005 which was filed with the United States Patent and Trademark Office on October 11, 2005 at Reel 003173, Frame 0862 (the "Trademark Security Agreement"), between Strategic Materials, Inc. ("Grantor") and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent ("Merrill Lynch Capital") and Merrill Lynch Capital Canada Inc., as Canadian Agent ("Merrill Lynch Canada") for the Lenders party to the Credit Agreement dated as of September 30, 2005, among the Credit Parties party thereto, Merrill Lynch Capital, Merrill Lynch Canada and the financial institutions from time to time party thereto, Grantor has granted Merrill Lynch Capital and Merrill Lynch Canada a security interest in the Trademarks; and

WHEREAS, all indebtedness and liability of Grantor owing to Merrill Lynch Canada ("Assignor") has been assigned to GE Canada Finance Holding Company, as Canadian Agent ("Assignee"), and Assignee has become the successor in interest to Assignor and Assignor has agreed to assign and transfer to Assignee all of its rights, interests and privileges to the Trademarks.

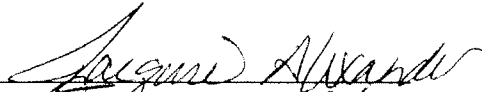
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including, without limitation, 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.

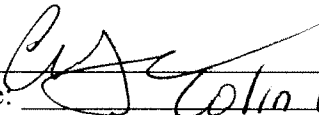
[Signature Page Follows]

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 CANADA INC.,
AS CANADIAN AGENT,
as Assignor**

By: 
Name: Jacqueline Alexander
Title: Authorized Signing Officer

**GE CANADA FINANCE HOLDING COMPANY,
AS CANADIAN AGENT,
as Assignee**

By: 
Name: Colin Woodyard
Title: Authorized Signing Officer

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