

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
State/Country:	ONTARIO
Postal Code:	M5J 2M2
Entity Type:	Unlimited Liability Company: NOVA SCOTIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2184411	STRATEGIC MATERIALS
Registration Number:	1989146	WHITEBLAST
Registration Number:	2232573	
Registration Number:	2247241	GLASS ROOTS
Registration Number:	2583115	STRATA-BLAST

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 2184411

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	07/10/2008
Total Attachments: 3 source=NexCycle.NexCycleAssignment#page1.tif source=NexCycle.NexCycleAssignment#page2.tif source=NexCycle.NexCycleAssignment#page3.tif	

TRADEMARK ASSIGNMENT

Dated: June 30, 2008

WHEREAS, NexCycle, 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 0878 (the “Trademark Security Agreement”), between NexCycle, 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: Jacquie Alexander
Name: Jacquie Alexander
Title: Authorized Signing Officer

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

By: [Signature]
Name: John Woodyard
Title: Authorized Signing Officer

SCHEDULE A

Strategic Materials, Inc.

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
STRATEGIC MATERIALS	2,184,411	08/25/1998
WHITEBLAST	1,989,146	07/23/1996
“globe with S puzzle design” (SMI logo)	2,232,573	03/16/1999
GLASS ROOTS	2,247,241	05/25/1999
STRATA-BLAST	2,583,115	06/18/2002

TRADEMARK APPLICATIONS

None.