

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		05/11/2011	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Johnnic Holdings USA LLC		
Street Address:	c/o Hosken Consolidated Investments Limited		
Internal Address:	Longkloof Studios, Darters Road		
City:	Cape Town		
State/Country:	SOUTH AFRICA		
Postal Code:	8000		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1776776	GSF	
Registration Number:	1783084	GSF	
Registration Number:	2592185	MONTAUK ENERGY CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0083		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	zhilden@paulweiss.com, aashville@paulweiss.com		
Correspondent Name:	Zoe Hilden		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	02500-348		
DOMESTIC REPRESENTATIVE			
Name:			

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**TRADEMARK
 REEL: 004542 FRAME: 0145**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Zoe Hilden
Signature:	/Zoe Hilden/
Date:	05/13/2011
Total Attachments: 3 source=Montauk Trademark assignment by Bank of NY Mellon#page1.tif source=Montauk Trademark assignment by Bank of NY Mellon#page2.tif source=Montauk Trademark assignment by Bank of NY Mellon#page3.tif	

Assignment of Security Interest in Intellectual Property

This Assignment of Security Interest in Intellectual Property, dated as of May 11, 2011 (this "Assignment"), is made by The Bank of New York Mellon (f/k/a The Bank of New York) ("Assignor") in favor of Johnnic Holdings USA LLC ("Assignee").

WHEREAS, Montauk Energy Capital, LLC (f/k/a Montauk Energy Capital, Inc.) and GSF Energy, LLC (together, "Grantors"), certain affiliates of Grantors, the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), Johnnic Holdings Limited, as Lead Arranger, and Assignor, as Administrative Agent and Collateral Agent, entered into that certain Third Lien Credit Agreement, dated as of February 1, 2008 (as amended, restated, supplemented, replaced or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, the Grantors executed that certain Third Lien Guarantee and Collateral Agreement, dated as of February 1, 2008, in favor of Assignor (as amended, restated, supplemented, replaced or otherwise modified prior to the date hereof, the "Security Agreement");

WHEREAS, pursuant to that certain Third Lien Intellectual Property Security Agreement, dated as of February 1, 2008 (as amended, restated, supplemented, replaced or otherwise modified prior to the date hereof, the "IP Security Agreement"), Grantors granted to Assignor for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in and to certain Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademark registrations set forth on Schedule A attached hereto (the "Trademarks"), and such IP Security Agreement was recorded in the United States Patent and Trademark Office on February 6, 2008 at Reel 003714, Frame 0566;

WHEREAS, Assignor has assigned to Assignee, and Assignee has accepted, all of Assignor's rights and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and the Security Agreement; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, all of Assignor's rights and obligations under the IP Security Agreement, including the security interest held by Assignor in all of Grantors' right, title and interest in, to and under the Intellectual Property Collateral, including the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee its security interest in all of Grantors' right, title and interest in, to and under the Intellectual Property Collateral, including the Trademarks.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

The Bank of New York Mellon (f/k/a The Bank of New York), as Administrative Agent and Collateral Agent

By: 
Name: MELINDA VALENTINE
Title: VICE PRESIDENT

SCHEDULE A

TRADEMARKS

Company	Mark	Registration Number/ Registration Date
GSF Energy, LLC	GSF and Design	1,776,776 06/15/1993
GSF Energy, LLC	GSF and Design	1,783,084 07/20/1993
Montauk Energy Capital Inc.	MONTAUK ENERGY CAPITAL	[2592185]* July 9, 2002 *This registration has been cancelled

[Schedule A to Assignment of Security Interest in Intellectual Property]