

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		03/28/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Covanta Energy Corporation		
Street Address:	445 South Street		
City:	Morristown		
State/Country:	NEW YORK		
Postal Code:	07960		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2865389	COVANTA ENERGY	
Registration Number:	3451902	COVANTA	
Serial Number:	77054552	TRANSRIVER	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	064310/0608		

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NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	04/24/2012
Total Attachments: 4 source=CovantaTR415#page1.tif source=CovantaTR415#page2.tif source=CovantaTR415#page3.tif source=CovantaTR415#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 28, 2012, from JPMorgan Chase Bank, N.A. as Collateral Agent (the "Agent") for the Secured Parties, to Covanta Energy Corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of February 9, 2007, made by the Grantors (as defined therein) in favor of the Agent (the "Pledge and Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of February 9, 2007, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Pledge and Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 16, 2007, at Reel 3482 and Frame 0415; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

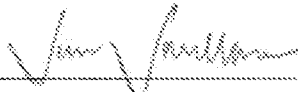
NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Pledge and Security Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Release of Security in Trademark Rights]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: _____
Title: Juan J. Javellana
Executive Director

[Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004763 FRAME: 0818

STATE OF New York,
COUNTY OF New York

ss.:

On this 27th day of March, 2012, before me personally appeared Jon Jayelbna to me known who, being by me duly sworn, did depose and say that he/she is Executive Director of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A..

Adrea Adams
Notary Public

(Affix Seal Below)

ADREA S. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG. #01408237911
MY COMM. EXP. MARCH 28, 2015

[Termination and Release of Security Interest in Trademark Rights]

Schedule A

U.S. Trademark Applications and Registrations

Country	Mark	Registration Number (Serial Number)	Registration Date (Filing Date)
USA	COVANTA ENERGY	2,865,389	7/20/04
USA	COVANTA	3,451,902 (77/054,918)	06/24/08 (12/1/06)
USA	TRANSRIVER	(77/054,552)	(11/30/06)

[Release of Security in Trademark Rights]