

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GGC FINANCE PARTNERSHIP, L.P., AS AGENT		05/03/2012	LIMITED PARTNERSHIP: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	ENVIRONMENTAL RECLAMATION SERVICES, LLC		
Street Address:	380 East Bayfront Parkway		
City:	Erie		
State/Country:	PENNSYLVANIA		
Postal Code:	16507		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2562893	FUNDING FACTORY	
Registration Number:	2562894	FUNDINGFACTORY	
Registration Number:	2893983	ENVIRONMENTAL RECLAMATION SERVICES, INC.	
Registration Number:	2913859		
Registration Number:	3008841	ENVIRONMENTAL RECLAMATION SERVICES, INC.	
Registration Number:	4054977	MAXBACK	
Registration Number:	4054996	MAX M X B BACK	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		

CH \$190.00 2562893

Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 11469-1

NAME OF SUBMITTER: Susan Zablocki

Signature: /susan zablocki/

Date: 05/08/2012

**Total Attachments: 4**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 3, 2012, by **GGC FINANCE PARTNERSHIP, L.P.**, as administrative agent for certain lenders and other secured parties ("**Agent**").

### WITNESSETH:

WHEREAS, Agent and Environmental Reclamation Services, LLC, a Delaware limited liability company ("**Grantor**"), were parties to that certain Second Lien Trademark Security Agreement dated as of November 12, 2010 (the "**Assignment**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "**Trademarks**") and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on January 25, 2011, at Reel 4460, Frame 0039; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "**Trademark Rights**"):

(a) all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks and the Trademark Rights.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**GGC FINANCE PARTNERSHIP, L.P.,** as Agent

By: BFM  
Name: Blair Ford  
Title: Duly Authorized Signatory

**SCHEDULE 1**

**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
DESIGN only	78226965	3/18/03	2913859	12/21/04
ENVIRONMENTAL RECLAMATION SERVICES, INC.	78474900	8/27/04	3008841	10/25/05
ENVIRONMENTAL RECLAMATION SERVICES, INC.	78226942	3/18/03	2893983	10/12/04
FUNDING FACTORY	75870184	12/22/99	2562894	4/23/02
FUNDINGFACTORY	75870196	12/22/99	2562893	4/23/02
MAX M X B BACK	85134728	9/21/10	4054996	11/15/11
MAXBACK	85132349	9/17/10	4054977	11/15/11