

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
The Bank of New York as successor in interest to GE Business Financial Services Inc. f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.		08/29/2008	Association:

RECEIVING PARTY DATA

Name:	NexCycle, Inc.
Street Address:	16365 Park Ten Place, Suite 200
City:	Houston
State/Country:	TEXAS
Postal Code:	77084
Entity Type:	CORPORATION: DELAWARE

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

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TRADEMARK

900115722

REEL: 003850 FRAME: 0191

OP \$140.00 2143443

ATTORNEY DOCKET NUMBER:	SMI - 39138-1
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	09/10/2008
Total Attachments: 5 source=SMI Bank of New York Trademark release to NexCycle#page1.tif source=SMI Bank of New York Trademark release to NexCycle#page2.tif source=SMI Bank of New York Trademark release to NexCycle#page3.tif source=SMI Bank of New York Trademark release to NexCycle#page4.tif source=SMI Bank of New York Trademark release to NexCycle#page5.tif	

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 29 2008 by THE BANK OF NEW YORK ("BONY"), as successor in interest to GE Business Financial Services Inc. ("GE Business Financial Services"), f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent ("Merrill Lynch Capital");

WHEREAS, GE Business Financial Services, together with NexCycle, Inc. ("Grantor"), entered into that certain Trademark Security Agreement dated as of September 30, 2005, and recorded on October 11, 2005 at Reel 003173, Frame 0718 with the United States Patent and Trademark Office (the "USPTO"), as amended by that certain Amendment No. 1 to Trademark Security Agreement dated as of December 1, 2005 and recorded on December 5, 2005 at Reel 003206, Frame 0827 with the USPTO; (the Trademark Security Agreement and Amendment No. 1 to Trademark Security Agreement collectively referred to as the "Trademark Security Agreement");

WHEREAS, pursuant to that certain Trademark Assignment dated November 17, 2006 and recorded on November 22, 2006 at Reel 003433, Frame 0793 with the USPTO, BONY became the successor in interest to Merrill Lynch Capital;

WHEREAS the Trademark Security Agreement granted BONY a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of the Grantor to BONY (the "Obligations");

WHEREAS, Grantor has satisfied all of the Obligations and has requested that BONY release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BONY hereby agrees as follows:

BONY hereby fully releases and terminates its security interests in and liens on:

(a) all of the Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of the Grantor's business connected with or symbolized by Trademarks; and

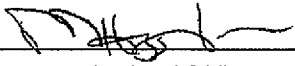
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

BONY further agrees, at the sole cost and expense of the Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, BONY has caused this Release of Trademarks to be duly executed as of the day and year first above written.

THE BANK OF NEW YORK MELLON (f/k/a The Bank of New York), as successor in interest to GE Business Financial Services Inc., f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent

By: 
Name: ROBERT D KINGSTON
Title: VICE PRESIDENT

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