

MND  
9-4-98

09-08-1998



SHEET  
Y

To the Honorable Commissioner of Patent

100822005

documents or copy thereof.

1. Name of conveying party(ies):

Molten Metal Technology, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

Attachment A

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement (amended)
- Change of Name
- Other: \_\_\_\_\_

Execution Date: July 20, 1998

2. Name and address of receiving party(ies):

Name: Morgens, Waterfall, Vintiadis & Co., Inc.

Internal Address: \_\_\_\_\_

Street Address: 10 East 50th St.

City: NY State: NY Zip: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation - State: New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached  Yes  No  
Attachment A

RECEIVED  
SEP 11 1998  
COMM-FEDERAL

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHMENT B

SEE ATTACHMENT B

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N.W. Suite 800 East

City: Washington, DC State: Zip: 20005

6. Total number of applications and registration involved:

[ 11 ]

7. Total Fee (37 CFR 3.41) \$ 290

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Catherine R. Howell  
Name of Person Signing

*Catherine R. Howell*  
Signature

9/4/1998  
Date

Total number of pages including cover sheet, attachments and document: [ ]

7061729.01

9/04/1998 JHNDRAZZ 00000091 181945 74357347

1 FC:481 40.00 CH  
2 FC:482 250.00 CH

**ATTACHMENT A  
PARTIES TO SECURITY AGREEMENT**

**1. PLEDGING/CONVEYING PARTIES**

**MOLTEN METAL TECHNOLOGY, INC.**, a Delaware corporation,  
**MMT OF TENNESSEE INC.**, a Delaware corporation,  
**MMT FEDERAL HOLDINGS, INC.**, a Delaware corporation,  
**M4 ENVIRONMENTAL MANAGEMENT INC.**, a Delaware corporation and  
**M4 ENVIRONMENTAL L.P.**, a Delaware limited partnership;

Address: All conveying parties located at  
400-2 Totten Pond Road  
Waltham, MA 02154

**2. RECEIVING PARTIES**

**RESTART PARTNERS, L.P.**, a Delaware limited partnership,  
**RESTART PARTNERS II, L.P.**, a Delaware limited partnership,  
**RESTART PARTNERS III, L.P.**, a Delaware limited partnership,  
**RESTART PARTNERS IV, L.P.**, a Delaware limited partnership  
**RESTART PARTNERS V, L.P.**, a Delaware limited partnerships,  
**MORGENS WATERFALL INCOME PARTNERS**, a New York limited partnership  
**ENDOWMENT RESTART L.L.C.**, a Delaware limited liability company

Address: All receiving parties located at  
10 East 50th Street  
New York, NY 10022

**ATTACHMENT B  
TRADEMARKS**

**United States Trademarks**

MARK	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
M MOLTEN METAL TECHNOLOGY (words & design)	2/9/93	74/357,347	11/19/96	2,018,029
Q-CEP	7/12/95	74/700,327	11/19/96	2,017,173
QUANTUM-CEP	3/23/94	74/504,173	4/30/96	1,971,739
M4 ENVIRONMENTAL	3/21/95	74/649,660	11/5/96	2,013,160
MMT	6/1/92	74/279,744	1/4/94	1,815,503
MMT CATALYTIC EXTRACTION PROCESSING	7/23/92	74/296,969	4/26/94	1,833,494
PYRAMID PRISM (design only)	7/30/92	74/299,861	4/5/94	1,829,982
ELEMENTAL SOLUTION	2/9/93	74/357,346	4/19/94	1,832,453
M LOGO (words & design)	2/9/93	74/356,994	4/5/94	1,829,983
MMT	4/12/93	74/377,511	3/7/95	1,883,128
THE ELEMENTAL SOLUTION	2/9/93	74/357,348	4/19/94	1,832,454
Barrier Plus*				
Cerex-CEP*				

\*Common law trademarks.

## AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 dated as of July 20, 1998 to the Trademark Security Agreement dated as of March 20, 1998 (the "Trademark Security Agreement") is among Restart Partners, L.P., Restart Partners II, L.P., Restart Partners III, L.P., Restart Partners IV, L.P., Restart Partners V, L.P., Morgens Waterfall Income Partners, MWV Separate Account Alpha, LLC and Endowment Restart LLC (the "Lenders") and Molten Metal Technology, Inc., MMT of Tennessee Inc., MMT Federal Holdings, Inc., M4 Environmental Management Inc. and M4 Environmental L.P. (the "Borrowers").

WHEREAS, the Lenders and the Borrowers have entered into the Trademark Security Agreement;

WHEREAS, the parties hereto desire to amend certain provisions of the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, capitalized terms defined in the Trademark Security Agreement are used herein as defined in the Trademark Security Agreement.

2. AMENDMENT. Effective as of the date of this Amendment and subject to the occurrence of the Amendment Effective Date (as defined in Section 4 below), the parties hereto hereby agree that Section 1 of the Trademark Security Agreement shall be amended by making lower case the first letter of the first word of such Section and by adding the following language at the beginning of such Section:

"To secure the payment and performance in full of all Obligations of Borrowers to Lenders, as the term Obligations is defined in Section 1 of the Amended and Restated Security Agreement dated as of March 20, 1998, and as the same may be further amended, restated, modified, supplemented and in effect from time to time,"

3. REPRESENTATIONS AND WARRANTIES. The Borrowers represent and warrant to the Lenders that (a) the representations and warranties made in Section 6 of the Trademark Security Agreement are true and correct on and as of the Amendment Effective Date (except to the extent such representations and warranties expressly refer to an earlier date, in which case they were true and correct as of such earlier date); (b) no Default or Event of Default exists or will result from the execution of this Amendment; (c) no event or circumstance has occurred since the Closing Date that has resulted or would reasonably be

expected to result in a Material Adverse Effect; (d) the execution and delivery by the Borrowers of this Amendment and the performance by the Borrowers of their obligations under the Trademark Security Agreement (i) are within the corporate or partnership powers of the Borrowers, (ii) have been duly authorized by all corporate or partnership action, (iii) have received all necessary governmental or Bankruptcy Court approvals, and (iv) do not and will not contravene or conflict with any provision of law or of the charters and By-laws or partnership agreements of the Borrowers or of any indenture, agreement or contract, order or decree which is binding upon the Borrowers; and (e) the Trademark Security Agreement, as amended hereby, is the legal, valid and binding obligation of the Borrowers, enforceable against the Borrowers in accordance with its terms.

4. EFFECTIVENESS. The amendment set forth in Section 2 above shall become effective, as of the day and year above written, on such date (the "Amendment Effective Date") when the Lenders shall have received a counterpart of this Amendment executed by the Borrowers.

5. MISCELLANEOUS.

5.1. Continuing Effectiveness, Etc. The Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the Amendment Effective Date, all references to the Trademark Security Agreement in the Financing Agreement, the Notes, each other Financing Document and any similar document shall refer to the Trademark Security Agreement after giving effect to this Amendment.

5.2. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Amendment.

5.3. Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the Commonwealth of Massachusetts.

5.4. Successors and Assigns. This Amendment shall be binding upon the Borrowers, the Lenders and their respective successors and assigns, and shall inure to the benefit of the Borrowers, the Lenders and the successors and assigns of the Lenders.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as a sealed instrument as of the date first above written.

BORROWERS:     MOLTEN METAL TECHNOLOGY, INC.  
                  MMT OF TENNESSEE INC.  
                  MMT FEDERAL HOLDINGS, INC.  
                  M4 ENVIRONMENTAL MANAGEMENT INC.  
                  M4 ENVIRONMENTAL L.P.

                  By: M4 Environmental Management Inc.,  
                              its General Partner

By: \_\_\_\_\_  
Name: F. Gordon Bitter  
      Duly Authorized

Address: 421 Carrant Road  
          Fall River, MA 02720  
          Tel: 508-324-6429  
          Fax: 508-324-6401

LENDERS:

RESTART PARTNERS, L.P.

By: Prime Group, L.P., its General Partner

RESTART PARTNERS II, L.P.

By: Prime Group II, L.P., its General Partner

RESTART PARTNERS III, L.P.

By: Prime Group III, L.P., its General Partner

RESTART PARTNERS IV, L.P.

By: Prime Group IV, L.P., its General Partner

RESTART PARTNERS V, L.P.

By: Prime Group V, L.P., its General Partner

By: Prime, Inc., their General Partner

MORGENS WATERFALL INCOME PARTNERS

By: MW Capital LLC, its General Partner

MWV SEPARATE ACCOUNT ALPHA, LLC

By: MWV Alpha Prime, LLC, its Managing Member

ENDOWMENT RESTART, LLC

By: Endowment Prime, LLC, its Managing Member

By: 

Name:

**STUART BROWN**

Title:

AUTHORIZED AGENT

Address: c/o Morgens, Waterfall, Vintiadis

& Company, Inc.

10 East 50th Street

New York, NY 10022

Tel: (212) 705-0500

Fax: (212) 838-5540

ROPES & GRAY  
ONE FRANKLIN SQUARE  
1301 K STREET, N.W.  
SUITE 800 EAST

ONE INTERNATIONAL PLACE  
BOSTON, MA 02110-2624  
(617) 951-7000  
FAX: (617) 951-7050

WASHINGTON, DC 20005-3333  
(202) 626-3900  
FAX: (202) 626-3961

30 KENNEDY PLAZA  
PROVIDENCE, RI 02903-2328  
(401) 455-4400  
FAX: (401) 455-4401

WRITER'S DIRECT DIAL NUMBER: (202) 626-3946

September 4, 1998

**By Hand**

Commissioner of Patents and Trademarks  
Assignment Branch  
Crystal Gateway 4  
1213 Jefferson Davis Highway, Room 300  
Arlington, VA 22202

ASSIGNMENT  
RECORDED  
INDEXED

Re: Security Interest in Trademark

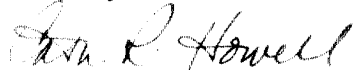
Dear Madam or Sir:

Please find enclosed an amended Security Agreement between Molten Metal Technology, Inc. and Morgens, Waterfall, Vintiadis & Co. and the corresponding cover sheet.

The filing fee may be deducted from our deposit account as detailed on the attached form. Please stamp and return the additional copy of the cover sheet to the awaiting courier to confirm receipt.

If you have any questions, you can reach me at (202) 626-3946. Thank you.

Sincerely,

  
Catherine R. Howell *crh*  
Paralegal

cc: R. Martin  
C. McDuffie

7061728.01

RECORDED: 09/04/1998

TRADEMARK  
REEL: 1778 FRAME: 0614