

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Bank of America, N.A.
555 S. Flower Street
Los Angeles, CA 90071

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **National Banking Association**

Citizenship _____
 Execution Date(s) **June 24 2005**

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

2. Name and Address of receiving party(ies)
 Additional name(s) & address(es) attached? Yes No
 Name: **Covanta Energy Corporation**
 Internal Address: _____
 Street Address: **40 Lane Road**

City: **Fairfield**
 State: **New Jersey**
 Country: **USA** Zip: **07004**

Association - Citizenship _____
 General Partnership - Citizenship _____
 Limited Partnership - Citizenship _____
 Corporation - Citizenship **Delaware**
 Other _____
 Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other **Release of Lien in Trademarks**

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

A. Trademark Application No(s). _____

B. Trademark Registration No(s).
2865389

Additional numbers attached? Yes No

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

Elaine D. Ziff, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-2656
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 EZiff@skadden.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 1.21(h) and 3.41) \$40

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 180000/22)

8. Payment Information
 Deposit Account No. **19-2385**
 Authorized user Name: **Philip H. Bartels**

9. Signature. Elaine D Ziff July 7, 2005

Signature Date

Name of Person Signing: Elaine Ziff Total number of pages including cover sheet, and documents: 6

CH \$40.00 192385 2865389

**TERMINATION AND RELEASE
OF LIEN IN TRADEMARKS**

This TERMINATION AND RELEASE OF LIEN IN TRADEMARKS is given as of this 24th day of June, 2005 by BANK OF AMERICA, N.A., a national banking association located at 555 S. Flower Street, Los Angeles, CA 90071 ("Assignor") in its capacity as Collateral Agent, in favor of COVANTA ENERGY CORPORATION, a Delaware corporation located at 40 Lane Road, Fairfield, NJ 07004 ("Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Trademark Security Agreement or the Security Agreement (as respectively defined below).

WHEREAS, pursuant to the Security Agreement, dated March 10, 2004 (as such Security Agreement may have been amended, supplemented or otherwise modified from time to time) (the "Security Agreement") among Assignee, the other grantors named therein, and Assignor in its capacity as Collateral Agent for and representative of (i) the Detroit L/C Agents and the Detroit L/C Lenders that are from time to time parties to the Detroit L/C Facility Agreement, (ii) the New L/C Agent and the New L/C Lenders that are from time to time parties to the New L/C Facility Agreement, (iii) the holders of the High Yield Notes, and (iv) the Cash Management Bank (Assignor, in such capacity, the "Secured Party"), Assignee granted in favor of Secured Party a secured and protected interest in the Trademark Collateral, and Secured Party became a secured creditor of the Trademark Collateral.

WHEREAS, pursuant to the Grant of Trademark Security Interest, dated March 10, 2004 (the "Trademark Security Agreement"), Assignee granted to Secured Party four separate security interests (subject to the terms of the Intercreditor Agreement) (including, without limitation, the provisions regarding lien priority), in all of Assignee's right, title, and interest in and to the following, in each case whether owned or thereafter existing or in which Assignee had or thereafter acquired an interest and wherever the same may be located (collectively, the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation the trademarks specifically identified in Schedule A (collectively, the "Trademarks"), the registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries, (including, without limitations, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"),

and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of the Grant of Trademark Security Interest, the term "Proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of whether such disposition is voluntary or involuntary.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 22, 2004 at Reel/Frame 2818/0092.

WHEREAS, Assignor, as Collateral Agent, has agreed, for good and valuable consideration, to release its security interests in the Trademark Collateral and reassign, transfer, and grant all of its right, title and interest in the Trademark Collateral to Assignee.

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

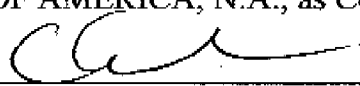
1. Authority of Assignor. Assignor acknowledges that it is authorized to execute this Termination and Release of Lien in Trademarks in its capacity as Collateral Agent in accordance with the Security Agreement.

2. Termination and Release of Security Interest. Assignor hereby terminates and releases its security interests in the Trademark Collateral and revests Assignee with full right, title, and interest in, to, and under the Trademark Collateral (the "Termination"). Assignor acknowledges and agrees that, as a result of the Termination, it has no further rights to or interest in the Trademark Collateral.

3. Effectiveness of Termination. Notwithstanding anything to the contrary, the Termination shall be deemed effective upon Payment in Full of the Secured Obligations.

IN WITNESS WHEREOF, Assignor has caused this **TERMINATION AND RELEASE OF LIEN IN TRADEMARKS** to be duly executed as of the date above first written.

ASSIGNOR
BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name:
Title: **Charles D. Graber**
Vice President

On this _____ day of _____, 2005, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.

State of _____)
County of _____)

ss.

STATE OF CALIFORNIA)

ss.

COUNTY OF San Francisco

On June 22, 2005, before me, Steven Posin personally appeared Charles Gruber personally known to me [or] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Steven Posin



My commission expires on 3.4.2009

**SCHEDULE A TO
TERMINATION AND RELEASE
OF LIEN IN TRADEMARKS**

Country	Trademark	App. No./ (Filing Date)	Reg. No./ (Reg. Date)
United States	COVANTA ENERGY CORPORATION	76/133,621 09/22/2000	2,865,389 07/20/2004