

10-11-2005



RECORD/
TRAIL

103031196

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

10-11-05

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

NexCycle, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) September 30, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Internal Inc., as Agent

Address: 16th Floor

Street Address: 222 N. LaSalle Street

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60601

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
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See continuation of item 4 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Street Address: 233 South Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

October 6, 2005

Date

Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 8

10/12/2005 DBYRNE 00000078 2143443 Name of Person Signing

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment and Registration Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

120.00 OP

01 FC:8521
02 FC:8522
03 FC:8523

Continuation of Item 4

U.S. TRADEMARK REGISTRATION NUMBERS

2, 143,443

2,181,175

2,157,486

U.S. TRADEMARK APPLICATION NUMBERS

78/408,842

78/408,868

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2005 by NexCycle, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Noteholders party to the Note Purchase Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, NexCycle SMI Holding Corp., a Delaware corporation ("NexCycle"), the other persons designated as "Guarantors" on the signature pages thereof, the Noteholders party thereto and Grantee are parties to a certain Note Purchase Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Note Purchase Agreement") providing for the purchase of Notes from NexCycle by Grantee and Noteholders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Noteholders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by NexCycle under the Note Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Note Purchase Agreement and Security Agreement. The Note Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Noteholders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intercreditor Agreement Controlling. Notwithstanding anything to the contrary contained in this Agreement, as between the First Lien Lenders and the Noteholders, the priorities with respect to all security interests granted to the Agent and the Noteholders in this Agreement shall be governed by the terms and provisions of the Intercreditor Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEXCYCLE, INC.

By: Alan Boertz
Its: Vice President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Its: _____

[Signature Page to Second Lien Trademark Security Agreement]

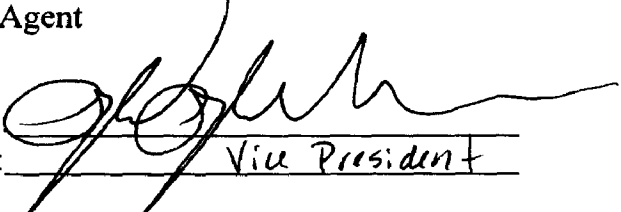
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEXCYCLE, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Its: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

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