

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc., as First Lien Collateral Agent		01/25/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mill Services Corporation		
Street Address:	1155 Business Center Drive		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044-3454		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2152516	ENVIROSOURCE	
Registration Number:	2265657	WE'VE GOT YOU COVERED	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	009350/0239		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$65.00 2152516

Date:

01/25/2007

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 25, 2007, from Bear Stearns Corporate Lending Inc., a Delaware corporation, as First and Second Lien Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Mill Services Corporation, a Delaware corporation (the "Borrower"), with its principal place of business located at 1155 Business Center Drive , Horsham, Pennsylvania 19044-3454.

WITNESSETH:

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement dated as of October 26, 2004, the Second Lien Guarantee and Collateral Agreement dated as of October 26, 2004, the Amended and Restated First Lien Guarantee and Collateral Agreement dated as of December 21, 2004, and the Amended and Restated Second Lien Guarantee and Collateral Agreement dated as of December 21, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Guarantee and Collateral Agreements"), first priority and a second priority security interests (the "Security Interests") were granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to certain Grants of Security Interest in Trademark Rights dated as of November 16, 2004, and December 21, 2004, among the Agent and Borrower (the "Security Agreements"), Borrower, reaffirmed its intent to grant the Security Interests to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on November 22, 2004, at Reel 2978 and Frame 0973, and at Reel 2978 and Frame 0988, and on February 2, 2005, at Reel 3020 and Frame 0659, and at Reel 3020 and Frame 0668, and;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreements.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bear Stearns Corporate Lending Inc.

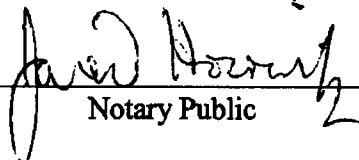
By: 
Name: _____
Title: _____

VICTOR BULZACCHELLI
VICE PRESIDENT

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 25th day of January, 2007, before me personally appeared
Victor Debrajelli to me known who, being by me duly sworn, did depose and say that
he/she is _____ of Bear Stearns Corporate Lending Inc., described herein
and which executed the foregoing instrument, and that he/she signed his/her name thereto
pursuant to the authority granted by Bear Stearns Corporate Lending Inc.


Notary Public

(Affix Seal Below)

JARED T. HOROWITZ
Notary Public, State of New York
No. 02HO6142292
Qualified in New York County
Commission Expires March 13, 2010

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Envirosource	2,152,516
We've Got You Covered	2,265,657
Envirosource Technologies	2,300,616