

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Goldman Sachs Credit Partners, L.P.		02/09/2007	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	Covanta Energy Corporation
Street Address:	40 Lane Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	CORPORATION: DELAWARE

Name:	DSS Environmental, Inc.
Street Address:	40 Lane Road
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76133621	COVANTA ENERGY
Serial Number:	76557930	DUALSAND

CORRESPONDENCE DATA

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OP \$65.00 76133621

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ATTORNEY DOCKET NUMBER: 509265/1309

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 02/16/2007

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of February 9, 2007, from GOLDMAN SACHS CREDIT PARTNERS, L.P., in its capacity as collateral agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Covanta Energy Corporation and DSS Environmental, Inc. (the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 24, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the First Lien Pledge and Security Agreement dated as of June 24, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement, the Grantors executed a Trademark Security Agreement dated as of June 24, 2005, which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 22, 2005, at Reel 3202 and Frame 0058; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantors' right, title and interest in, to and under the following:

- (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, and, if not otherwise included in the definition of "Proceeds" herein, all licenses, royalties, income, payments, claims, damages, and proceeds of suit; and


- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time).

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title and interest of the Agent in such Trademark Collateral shall hereby cease and be 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 termination and release of the Security Interest contemplated below.

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

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: 
Name: **James Balcom**
Title: **Authorized Signatory**

Schedule A

Trademarks

Trademark	Registration Number (Serial Number)	Registration Date (Application Date)
COVANTA ENERGY	(76/133,621)	(9/22/00)
DUALSAND	(76/557,930)	(11/5/03)