

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/02/2007	Association:

RECEIVING PARTY DATA

Name:	Synagro-WWT, Inc.
Street Address:	1800 Bering Drive, Suite 1000
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1760880	ALLGRO
Registration Number:	1710537	BIO FIX
Registration Number:	1814271	BIO GRO
Registration Number:	1815282	BIO GRO SYSTEMS
Registration Number:	1577046	BIO GRO SYSTEMS
Registration Number:	1721256	BIO LIME
Registration Number:	2010130	GRANULITE
Registration Number:	1577047	
Registration Number:	1717492	PELLETECH
Registration Number:	2087247	VITAL-CYCLE

CORRESPONDENCE DATA

Fax Number: (949)451-4220
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-451-3800

CH \$265.00 1760880

Email: dsegal@gibsondunn.com
Correspondent Name: David A. Segal
Address Line 1: 4 Park Plaza, 15th Floor
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	13320-00026
NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	04/02/2007

Total Attachments: 14

source=synagropayoff#page1.tif
source=synagropayoff#page2.tif
source=synagropayoff#page3.tif
source=synagropayoff#page4.tif
source=synagropayoff#page5.tif
source=synagropayoff#page6.tif
source=synagropayoff#page7.tif
source=synagropayoff#page8.tif
source=synagropayoff#page9.tif
source=synagropayoff#page10.tif
source=synagropayoff#page11.tif
source=synagropayoff#page12.tif
source=synagropayoff#page13.tif
source=synagropayoff#page14.tif



Payoff and Lien Release Letter

April 2, 2007

Synagro Technologies Inc.
5850 San Felipe Suite 5000
Houston, TX 77057

Attn: Ron Scoppa

Re: Payoff of Indebtedness and Lien Release

Ladies and Gentlemen:

Bank of America, N.A. (the "Agent") refers to the Credit Agreement dated as of April 29, 2005, (the "Credit Agreement") among Synagro Technologies, Inc., a Delaware corporation (the "Borrower"), the Lenders and other financial institutions from time to time party thereto (the "Lenders"), Bank of America, N.A., as Administrative Agent, Issuing Lender and Swingline Lender and Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Book Managers. The undersigned has been advised by the Borrower that the Borrower intends to repay in full its obligations under the Credit Agreement (such obligations, including the Loans, being referred to herein as the "Debt"). Terms used and not otherwise defined herein shall have the meaning assigned to them in the Credit Agreement.

The total aggregate principal balance, unpaid accrued interest and other amounts, if any, due the undersigned under the Credit Agreement, if paid on April 2, 2007 (assuming no change in the interest rate and no further borrowings between the date hereof and such date) will be as follows (collectively, the "Payoff Amount"):

Principal	\$
Interest	\$
Commitment Fee	\$
Letter of Credit Fee	\$
Counsel Fees ¹	\$
Other Amounts ²	\$
Total	\$

¹ Fees and disbursements of Fried, Frank, Harris, Shriver & Jacobson LLP, counsel to the Administrative Agent, which shall be paid directly to them

² Fees, if any, resulting from breakage of LIBOR contracts, if any

The undersigned acknowledges and agrees that, upon receipt by the undersigned of payment in full of, the Payoff Amount, other than fees due under section 3.05 of the Credit Agreement, together with any additional Per Diem Amounts:

(f) the Borrower, each Guarantor, their counsel and any designee of any thereof are hereby authorized and directed, without further notice, to file; and the Administrative Agent will immediately:

(i) execute and deliver to the Borrower or its counsel or designee releases of all security filings in the Patent and Trademarks or Copyright Office filed in favor of the Administrative Agent or the Lenders in connection with the transactions contemplated by the Credit Agreement, including releases (x) of the filings described in Exhibit A hereto, (y) the filings in respect of Patents described in Exhibit A(i) and (z) the filings in respect of Trademarks described in Exhibit A(ii);

(ii) file and deliver to the Borrower or its counsel or designee releases of all liens, including, without limitation, Uniform Commercial Code financing statement amendments, that are necessary to release all security interests and liens which the Borrower, any Guarantor or any other obligor has granted to the Administrative Agent or any Lender, without the signature of the Administrative Agent or any Lender, to the extent permitted by law; and

(iii) deliver or return to the Borrower or its counsel or designee any other Collateral in the Administrative Agent's possession.

The Administrative Agent agrees that, at any time and from time to time, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower, any Guarantor or any other obligor or designee, as the Borrower or such Person may reasonably request to further evidence and effect the release of the security interests and liens granted to the undersigned pursuant to the Credit Agreement, the other Loan Documents or any other agreement executed and delivered in connection therewith. Further, the undersigned hereby represents and warrants that it has not sold, transferred, assigned or otherwise encumbered any of the security or its interests in the assets of the Borrower, any Guarantor or any other obligor.

Very truly yours,

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name:
Title:

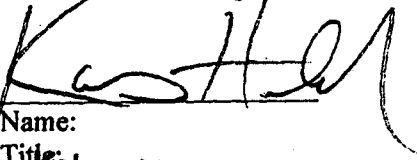
SYNAGRO TECHNOLOGIES, INC.
as Borrower

By: Alvin L. Thomas
Name: Alvin L. Thomas
Title: EUP & GC

Synagro Technologies, Inc.
April 2, 2007
Page 4

Very truly yours,

BANK OF AMERICA, N.A.
as Administrative Agent

By: 
Name: _____
Title: **Kalens Herold**
Assistant Vice President

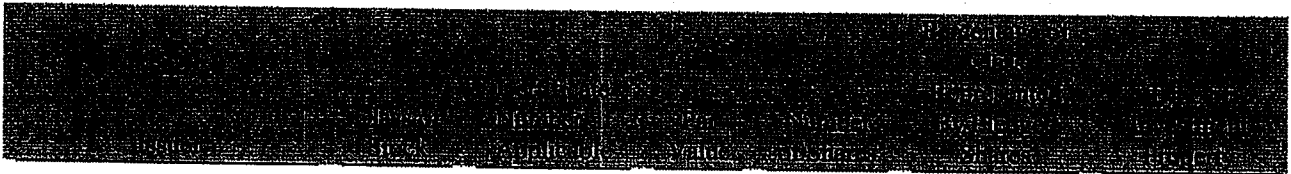
SYNAGRO TECHNOLOGIES, INC.
as Borrower

By: _____
Name: _____
Title: _____

EXHIBIT A

I. LIST OF PLEDGED SHARES

Pledged Shares pledged by:
SYNAGRO TECHNOLOGIES, INC.



II. LIST OF PLEDGED NOTES

Pledged Notes pledged by:
SYNAGRO TECHNOLOGIES, INC.



Pledged Notes pledged by:
ST INTERCO, INC.



III. LIST OF UCC FINANCING STATEMENTS



Name of Debtor	Filing Type	Amount of Statement	State	Filing Office	Filing Date	File Number
----------------	-------------	---------------------	-------	---------------	-------------	-------------

Exhibit A(i)

Patent Title	Patent Number	Application Date	Issue Date	Inventor(s)	Assignee
Soil Treatment Composition	Appl. No. 08/273,416; Patent No. 5,454,849	7/11/1994	10/3/1995	Gerald L. Rehbein; Paul D. Montain	L&G Rehbein, Inc.
Coal Combustion Fly Ash Soil Amendment	Appl. No. 08/304,523; Patent No. 5,468,277	9/12/1994	11/21/1995	Gerald L. Rehbein; Paul D. Montain	Rehbein, Inc.
Deodorization and Cleaning of Medium Temperature Wet Off-Gases Derived from Burning of Wet Waste Sludge	Appl. No. 07/219,721; Patent No. 4,901,654	7/15/1988	2/20/1990	Orris E. Albertson; Allen Baturay	Orris E. Albertson; Allen Baturay
Method for the Treatment of Sewage Sludge and the Like	Appl. No. 08/147,588; Patent No. 5,435,923	11/5/1993	7/25/1995	Mark Girovich	Bio Gro Systems, Inc.
Indirect Heat Drying and Simultaneous Pelletization of Sludge	Appl. No. 07/484,523; Patent No. 5,069,801	2/26/1990	12/3/1991	Mark J. Girovich	Bio Gro Systems Incorporated
Process for Treatment of Sludge	Appl. No. 08/423,971; Patent No. 5,603,842	4/18/1995	2/18/1997	Roy L. Whitaker; Randall S. Tuttle	Amsco Incorporated

Title	Patent Number	Filing Date	Grant Date	Inventor	Assignee
Municipal Solid Waste Landfill System	Appl. No. 08/661,336; Patent No. 5,857,807	6/14/1996	1/12/1999	Robert Joseph Longo, Sr.	R.J. Longo Construction Co., Inc. d/b/a Epic

Exhibit A(ii)

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Goods/ Services
	Serial No. 74/304,897; Reg. No. 1,760,880	Filing Date 8/13/1992; Reg. Date 3/30/1993	Synagro- WWT, Inc.	Int'l Cl. 1 – Fertilizers or compost products for agricultural or domestic use
BIO FIX	Serial No. 74/061,887; Reg. No. 1,710,537	Filing Date 5/23/1990; Reg. Date 8/25/1992	Synagro- WWT, Inc.	Int'l Cl. 42 – Sludge management services
BIO GRO	Serial No. 74/381,822; Reg. No. 1,814,271	Filing Date 4/22/1993; Reg. Date 12/28/1993	Synagro- WWT, Inc.	Int'l Cl. 42 – Sludge management services
BIO GRO SYSTEMS	Serial No. 73/795,830; Reg. No. 1,577,046	Filing Date 4/24/1989; Reg. Date 1/9/1990	Synagro- WWT, Inc.	Int'l Cl. 42 – Sludge management services
	Serial No. 74/381,821; Reg. No. 1,815,282	Filing Date 4/22/1993; Reg. Date 1/4/1994	Synagro- WWT, Inc.	Int'l Cl. 42 – Sludge management services
BIO LIME	Serial No. 74/239,861; Reg. No. 1,721,256	Filing Date 1/24/1992; Reg. Date 10/6/1992	Synagro- WWT, Inc.	Int'l Cl. 1 – Sterilized and disinfected septage, sewage sludge or food service waste for use as a soil amendment
GRANULITE	Serial No. 75/018,339; Reg. No. 2,010,130	Filing Date 11/13/1995; Reg. Date 10/22/1996	Synagro- WWT, Inc.	Int'l Cl. 1 – Organic fertilizer pellets for agricultural and non-agricultural uses

Trade Name	Serial Registration Number	Filing Registration Date	Trade Name	Description
PELLETECH	Serial No. 74/068,376; Reg. No. 1,717,492	Filing Date 6/12/1990; Reg. Date 9/22/1992	Synagro- WWT, Inc.	Int'l Cl. 7 – sludge processing system sold as a unit comprised of; sludge drying machine; pellet screening, classifying and cooling machines; oversize pellet crumbling machine; pellet storage silos; sludge and pellet mixing machine; sludge and pellet conveyance; vapor condensing, heat recovery and odor control equipment comprising wet cyclone, liquid cooled vapor condenser, wet scrubber, liquid pumps, induced draft air fans and air flow control louvers and dampers; heat generation and malodorous gas destruction equipment comprising steam or thermal oil boiler with malodorous gas injection ports, induced draft air fans, combustion air preheater and stack; sludge combustion, energy recovery and air pollution control equipment comprising fluidized bed combustion unit, combustion air preheater, induced draft air fan, electrostatic precipitator, thermal oil heat exchanger and stack
SYNAGRO	Serial No. 76/088,326; Reg. No. 2,595,501	Filing Date 7/10/2000; Reg. Date 7/16/2002	Synagro Technologies, Inc.	Int'l Cl. 40 –Incineration of waste


MARK	Serial/ Registration Number	Filing/ Registration Date	OWNER	Goods/ Services
SYNAGRO	Serial No. 75/791,915; Reg. No. 2,467,138	Filing Date 9/2/1999; Reg. Date 7/10/2001	Synagro Technologies, Inc.	Int'l Cl. 37 – Waste disposal for others; environmental remediation services, namely waste disposal Int'l Cl. 39 – Waste removal for others, namely pickup and transportation of sewage sludge from wastewater treatment plants by truck, barge or rail Int'l Cl. 42 – Waste management; application of waste to land as fertilizer
SYNAGRO	Serial No. 75/791,914; Reg. No. 2,448,768	Filing Date 9/2/1999; Reg. Date 5/8/2001	Synagro Technologies, Inc.	Int'l Cl. 40 – Waste treatment and composting services
VITAL-CYCLE	Serial No. 75/095,181; Reg. No. 2,087,247	Filing Date 4/15/1996; Reg. Date 8/12/1997	Synagro of Texas – Vital Cycle, Inc.	Int'l Cl. 1 – Organic fertilizers for domestic and agricultural use
	Serial No. 73/795,831; Reg. No. 1,577,047	Filing Date 4/24/1989; Reg. Date 1/9/1990	Synagro- WWT, Inc.	Int'l Cl. 42 – Sludge management services

EXHIBIT B

Letters of Credit

Letters of Credit Number	Beneficiaries	Amounts	Expiry Date
---------------------------------	----------------------	----------------	--------------------