

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		03/31/2011	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Montauk Energy Capital, LLC
Street Address:	Foster Plaza 10, 5th Floor
Internal Address:	680 Andersen Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	GSF Energy, LLC
Street Address:	Foster Plaza 10, 5th Floor
Internal Address:	680 Andersen Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1776776	GSF
Registration Number:	1783084	GSF
Registration Number:	2592185	MONTAUK ENERGY CAPITAL

CORRESPONDENCE DATA

Fax Number: (212)492-0083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900188193

**TRADEMARK
 REEL: 004513 FRAME: 0886**

CH \$90.00 1776776

Email: zhilden@paulweiss.com, aashville@paulweiss.com
Correspondent Name: Zoe Hilden
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18785-002
NAME OF SUBMITTER:	Zoe Hilden
Signature:	/Zoe Hilden/
Date:	04/01/2011

Total Attachments: 4
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Release of Second Lien Intellectual Property Security Agreement

This Release of Second Lien Intellectual Property Security Agreement, dated as of March 31, 2011 (this "Release"), is made by The Bank of New York Mellon (formerly The Bank of New York), as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity, "Second Lien Agent") in favor of Montauk Energy Capital, LLC and GSF Energy, LLC ("Companies").

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Second Lien Guarantee and Collateral Agreement, dated as of December 29, 2006 (as amended, restated, supplemented, replaced or otherwise modified prior to the date hereof, the "Second Lien Security Agreement"), among the Companies, as Grantors, the other Grantors party thereto and Second Lien Agent;

WHEREAS, pursuant to the Second Lien Security Agreement, Companies granted to Second Lien Agent for the benefit of the Secured Parties, a security interest in all right, title and interest of Companies in certain Intellectual Property Collateral (as defined in the Second Lien Intellectual Property Security Agreement), including the Trademark registrations set forth on Schedule A attached hereto (the "Trademarks"), which security interest was evidenced by that certain Second Lien Intellectual Property Security Agreement, dated February 1, 2008 (the "Second Lien Intellectual Property Security Agreement"), made by Companies in favor of Second Lien Agent;

WHEREAS, the Second Lien Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on February 4, 2008 at Reel 003712, Frame 0363; and

WHEREAS, in connection with the repayment of all outstanding indebtedness and other monetary obligations of Companies in respect of the Second Lien Credit Agreement and the other Loan Documents (as defined therein) and the termination of all "Commitments" under and as defined in the Second Lien Credit Agreement, the security interests under the Second Lien Security Agreement and the Second Lien Intellectual Property Security Agreement have been released, and the Second Lien Security Agreement and the Second Lien Intellectual Property Security Agreement have been terminated.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Second Lien Agent does hereby release, transfer and assign, without representation or warranty and without recourse, and at Companies' sole cost and expense, unto each Company, its security interest in all of such Company's right, title and interest in, to and under the Trademarks.

Second Lien Agent authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry or

government office necessary to effect the release of its security interest in the Trademarks, in each case at the Companies' sole cost and expense.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the Second Lien Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

The Bank of New York Mellon, as
Administrative Agent and Collateral Agent

By: 
Name: _____
Title: MELINDA VALENTINE
VICE PRESIDENT

SCHEDULE A

TRADEMARKS

Company	Mark	Registration Number/ Registration Date
GSF Energy, LLC	GSF and Design	1,776,776 06/15/1993
GSF Energy, LLC	GSF and Design	1,783,084 07/20/1993
Montauk Energy Capital Inc.	MONTAUK ENERGY CAPITAL	[2592185]* July 9, 2002 *This registration has been cancelled

[Schedule A to Release of Second Lien Intellectual Property Security Agreement]