

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM324220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		11/21/2013	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	METALICO-GRANITE CITY, INC.		
Street Address:	1200 16TH STREET		
City:	GRANITE CITY		
State/Country:	ILLINOIS		
Postal Code:	62040		
Entity Type:	CORPORATION: ILLINOIS		
Name:	MAYCO INDUSTRIES, INC.		
Street Address:	18 WEST OXMOOR RD.		
City:	BIRMINGHAM		
State/Country:	ALABAMA		
Postal Code:	35219-9397		
Entity Type:	CORPORATION: ALABAMA		
Name:	METALICO, INC.		
Street Address:	186 NORTH AVENUE		
City:	EAST CRANFORD		
State/Country:	NEW JERSEY		
Postal Code:	07016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1149745	LAWRENCE BRAND	
Registration Number:	1149746	THE SHOT OF CHAMPIONS	
Serial Number:	77838061	EGS EARTH GREEN SHOT	
Serial Number:	85733790	MAYCOAT	
Serial Number:	85751703	METALICO	
Serial Number:	85751734	METALICO	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 9735972400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 973-597-2500**Email:** lstrademark@lowenstein.com**Correspondent Name:** Vanessa A. Ignacio, Esq.**Address Line 1:** Lowenstein Sandler LLP**Address Line 2:** 65 Livingston Avenue**Address Line 4:** Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	10852.39
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	11/24/2014

Total Attachments: 4

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**TERMINATION AND RELEASE OF
PLEDGE AND SECURITY AGREEMENT**

This Termination and Release of Pledge and Security Agreement (the “Release”) is conveyed as of November 21, 2013, by **JPMORGAN CHASE BANK, N.A.**, as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”), in favor of **METALICO, INC.**, a Delaware corporation, **AMERICAN CATCON, INC.**, a Texas corporation, **ELIZABETH HAZEL LLC**, an Ohio limited liability company, **FEDERAL AUTOCAT RECYCLING, L.L.C.**, a New Jersey limited liability company, **GENERAL SMELTING & REFINING, INC.**, a Tennessee corporation, **HYPERCAT ADVANCED CATALYST PRODUCTS, LLC** (f/k/a Hypercat Coating Limited Liability Company), a New Jersey limited liability company, **HYPERCAT DMG, L.L.C.**, a New Jersey limited liability company, **MAYCO INDUSTRIES, INC.**, an Alabama corporation, **MELINDA HAZEL LLC**, an Ohio limited liability company, **METALICO AKRON, INC.**, an Ohio corporation, **METALICO AKRON REALTY, INC.**, an Ohio corporation, **METALICO ALABAMA REALTY, INC.**, an Alabama corporation, **METALICO ALUMINUM RECOVERY, INC.**, a New York corporation, **METALICO BUFFALO, INC.**, a New York corporation, **METALICO COLLIERS REALTY, INC.**, a West Virginia corporation, **METALICO-GRANITE CITY, INC.**, an Illinois corporation, **METALICO GULFPORT REALTY, INC.**, a Mississippi corporation, **METALICO NEVILLE REALTY, INC.**, a Pennsylvania corporation, **METALICO PITTSBURGH, INC.**, a Pennsylvania corporation, **METALICO ROCHESTER, INC.**, a New York corporation, **METALICO NEW YORK** (f/k/a Metalico Syracuse, Inc.), a New York corporation, **METALICO SYRACUSE REALTY, INC.**, a New York corporation, **METALICO TRANSFER, INC.**, a New York corporation, **METALICO TRANSFER REALTY, INC.**, a New York corporation, **METALICO TRANSPORT, INC.**, a New York corporation, **METALICO YOUNGSTOWN, INC.**, a Delaware corporation, **RIVER HILLS BY THE RIVER, INC.**, a Florida corporation, **SANTA ROSA LEAD PRODUCTS, INC.**, a California corporation, **TOTALCAT GROUP, INC.**, a Delaware corporation, **TRANZACT CORPORATION**, a Delaware corporation, **WEST COAST SHOT, INC.**, a Nevada corporation, **ABBY BURTON, LLC**, an Ohio limited liability company, **ALLISON MAIN, LLC**, an Ohio limited liability company, **MEGAN DIVISION, LLC**, an Ohio limited liability company, **OLIVIA DEFOREST, LLC**, an Ohio limited liability company, **ELLEN BARLOW, LLC**, a New York limited liability company, **CATHERINE LAKE, LLC**, a New York limited liability company, **ADRIANA ELEVEN, LLC**, a New York limited liability company, **GOODMAN SERVICES, INC.**, a Pennsylvania corporation, **BUFFALO SHREDDING AND RECYCLING, LLC**, a New York limited liability company, **SKYWAY AUTO PARTS, INC.**, a New York corporation, **METALICO JBI CLEVELAND, LLC**, an Ohio limited liability company, and **MACKENZIE SOUTH, LLC**, a Pennsylvania limited liability company (each individually, a “Grantor” and collectively, the “Grantors”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement referred to below.

WHEREAS, reference is made to: (a) the Credit Agreement, dated as of February 26, 2010 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the other Loan Parties

party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of February 26, 2010 (as amended by that certain Amendment to Pledge and Security Agreement, dated as of November 6, 2012 (the "Amendment") and as further amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors and the Administrative Agent;

WHEREAS, as provided in and in accordance with the terms of the Security Agreement and the Amendment, each Grantor, among other things, granted to the Administrative Agent (for its own benefit and the benefit of the other holders of the Secured Obligations) as security for the payment or performance, as the case may be, in full of the Secured Obligations, a security interest (the "Security Interest") in all of its right, title and interest in, to and under all of the Collateral, which includes, without limitation, the trademark registrations and applications listed in Exhibit A and all of the goodwill of the business connected with the use of, and symbolized by the trademark registrations and applications (collectively, the "Trademarks");

WHEREAS, (a) the Security Agreement was recorded with United States Patent and Trademark Office (the "USPTO") on March 3, 2010 at Reel 004160, Frame 0173; and (b) the Amendment was recorded with the USPTO on November 16, 2012 at Reel 004902, Frame 0256;

WHEREAS, the Administrative Agent has agreed to terminate and release the Security Interest granted to it (for itself and on behalf of the other holders of the other Secured Obligations) under the Security Agreement solely in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent, for itself and on behalf of the other holders of the Secured Obligations, hereby releases, terminates and discharges fully, the Security Interest in and lien on the Trademark granted to it under the Security Agreement.

2. The Administrative Agent understands and hereby agrees that this Release may be recorded by any Grantor, at the sole cost and expense of the Grantors, with the USPTO, and with the trademark authorities in the jurisdictions in which the Grantors have such Trademarks or applications for such Trademarks, to provide notice of and/or effectuate the Release.

This Release shall be governed by, and construed in accordance with, the internal laws (and not the laws of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed
as of the date first written above.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Jennifer Heard
Title: Authorized Officer

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION/ APPLICATION NO.	OWNER
LAWRENCE BRAND	1149745	METALICO- GRANITE CITY, INC.
SHOT OF CHAMPIONS	1149746	METALICO- GRANITE CITY, INC.
EGS EARTH GREEN SHOT	77838061	MAYCO INDUSTRIES, INC.
MAYCOAT and Design	85733790	MAYCO INDUSTRIES, INC.
METALICO (Wordmark)	85751703	METALICO, INC.
METALICO and Design (interlocking swooshes)	85751734	METALICO, INC.