

# 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
Credit Suisse AG, Cayman Islands Branch, As Collateral Agent		11/29/2010	Aktiengesellschaft: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Oakleaf Global Holdings, Inc.		
Street Address:	800 Connecticut Boulevard		
City:	East Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06108		
Entity Type:	CORPORATION: DELAWARE		
Name:	OGH Acquisition Corporation		
Street Address:	787 Seventh Avenue		
Internal Address:	49th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
Name:	Oakleaf Holdings, Inc.		
Street Address:	800 Connecticut Boulevard		
City:	East Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06108		
Entity Type:	CORPORATION: DELAWARE		
Name:	Oakleaf Waste Management, Inc.		
Street Address:	800 Connecticut Boulevard		
City:	East Hartford		

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State/Country:	CONNECTICUT
Postal Code:	06108
Entity Type:	CORPORATION: DELAWARE

Name:	Oakleaf Waste Management, LLC
Street Address:	800 Connecticut Boulevard
City:	East Hartford
State/Country:	CONNECTICUT
Postal Code:	06108
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT

Name:	Greenleaf Compaction, Inc.
Street Address:	4001 N 3rd Street
Internal Address:	Suite 480
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85012
Entity Type:	CORPORATION: ARIZONA

Name:	Greenleaf International, Inc.
Street Address:	4001 N 3rd Street
Internal Address:	Suite 480
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85012
Entity Type:	CORPORATION: ARIZONA

Name:	Greenleaf Compaction of America, LLC
Street Address:	142 West Main Street
City:	Hopkins
State/Country:	MICHIGAN
Postal Code:	49328
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	Valet Waste, LLC
Street Address:	601 North Ashley Drive
Internal Address:	Suite 700
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602

Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
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Name:	International Environmental Management, Inc.
Street Address:	11625 Rainwater Drive
Internal Address:	Suite 200
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA

Name:	Infinity Management Corp.
Street Address:	11625 Rainwater Drive
Internal Address:	Suite 200
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA

Name:	Camalot Service Company, LLC
Street Address:	11625 Rainwater Drive
Internal Address:	Suite 200
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

Name:	On-Site Recycling, LLC
Street Address:	11625 Rainwater Drive
Internal Address:	Suite 200
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Alliance Management Services, Inc.
Street Address:	11625 Rainwater Drive
Internal Address:	Suite 200
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009

Entity Type: CORPORATION: NEW JERSEY

Name: Valet Waste Holdings, Inc.

Street Address: 601 North Ashley Drive

Internal Address: Suite 700

City: Tampa

State/Country: FLORIDA

Postal Code: 33602

Entity Type: CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3175895	OAKLEAF WASTE OUTSOURCING DONE RIGHT
Registration Number:	3113577	THE TIRE SHARK
Registration Number:	2577061	GREENLEAF COMPACTION INC.
Registration Number:	2535755	TRASH VALET
Registration Number:	2402809	VALET WASTE, INC.
Registration Number:	2304286	
Serial Number:	78909003	HAMMER HEAD
Serial Number:	78607398	IEM
Serial Number:	78940821	TRASH BEE GONE

CORRESPONDENCE DATA

Fax Number: (212)859-4000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-859-8000

Email: Alexander.Kim@ffhsj.com,teas@ffhsj.com

Correspondent Name: Alexander M. Kim

Address Line 1: One New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Alexander M. Kim

Signature: /AMK/

Date: 12/02/2010

Total Attachments: 5

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS is given as of this 29th day of November 2010 (this “**Release**”), by and among Credit Suisse AG, acting through its Cayman Islands Branch, located at c/o Credit Suisse, Eleven Madison Avenue, New York, New York 10010, Attention of Agency Group, acting in the capacity of Collateral Agent for the Lenders party to the Credit Agreement (as such terms are defined in the Security Agreement defined below) (the “**Assignor**”), Oakleaf Global Holdings, Inc., a Delaware corporation located at 800 Connecticut Boulevard, East Hartford, Connecticut 06108 (“**Borrower**”), OGH Acquisition Corporation, a Delaware corporation located at 787 Seventh Avenue, 49th Floor, New York, New York 10019 (“**Holdings**”), and the subsidiaries of Holdings listed on Schedule I hereto (“**Subsidiaries**” and, together with Borrower and Holdings, the “**Assignees**”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, dated as of December 26, 2007 by and among Borrower, Holdings, the subsidiaries of Holdings party thereto and the Assignor (the “**Security Agreement**”) or the Trademark Security Agreement (as defined below).

WHEREAS, Borrower, Holdings, the subsidiaries of Holdings party thereto and the Assignor entered into the Security Agreement, and the Assignor and Assignees entered into a Trademark Security Agreement, dated December 26, 2007, which was recorded at the United States Patent and Trademark Office on January 7, 2008 at Reel 003690 / Frame 0649 (the “**Trademark Security Agreement**”).

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, each Assignee assigned and pledged to the Collateral Agent, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time thereafter may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “**Trademarks**”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all Proceeds, products, rents, and profits of the Trademarks;
- (d) extensions, renewals and amendments to the Trademarks;
- (e) rights to sue for past, present and future infringements, dilutions or other violations of the Trademarks; and

WHEREAS, the Assignor desires to release its security interest in the Trademark Collateral, including without limitation the Trademark Collateral set forth in Schedule II.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby releases its security interest in the Trademark Collateral and reassigns any and all right, title, and interest that it may have therein to Assignees.

The Assignor hereby authorizes Assignees or Assignees' authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

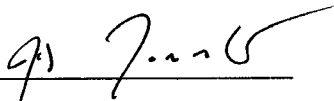
This Release shall be construed in accordance with and governed by the laws of the state of New York (without giving effect to the conflict of laws principles thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations Law, which shall apply hereto).

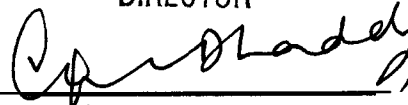
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**ASSIGNOR:**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, AS COLLATERAL  
AGENT

By:   
Name: JOHN D. TORONTO  
Title: DIRECTOR

By:   
Name: VIPUL DHADDA  
Title: ASSOCIATE

Signature Page to Trademark Release

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**REEL: 004423 FRAME: 0937**



## **SCHEDULE I**

### **Subsidiaries**

Oakleaf Holdings, Inc.  
Oakleaf Waste Management, Inc.  
Oakleaf Waste Management, LLC  
Greenleaf Compaction, Inc.  
Greenleaf International, Inc.  
Greenleaf Compaction of America, LLC  
Valet Waste, LLC  
International Environmental Management, Inc.  
Infinity Management Corp.  
Camalot Service Company, LLC  
On-Site Recycling, LLC  
Alliance Management Services, Inc.  
Valet Waste Holdings, Inc.

## **SCHEDULE II**

### **Trademark Registrations**

<b>Trademark</b>	<b>Registration Number (Application Number)</b>	<b>Owner</b>
OAKLEAF WASTE OUTSOURCING DONE RIGHT (and Design)	3,175,895	Oakleaf Waste Management, Inc.
THE TIRE SHARK	3,113,577	Oakleaf Waste Management, Inc.
GREENLEAF COMPACTION INC.	2,577,061	Greenleaf Compaction, Inc.
HAMMER HEAD	(78/909,003)	Greenleaf Compaction, Inc.
TRASH VALET	2,535,755	Valet Waste, LLC
VALET WASTE, INC.	2,402,809	Valet Waste, LLC
(Design Only)	2,304,286	Valet Waste, LLC
IEM (Words only)	(78/607,398)	International Environmental Management, Inc.
TRASH BEE GONE	(78/940,821)	Oakleaf Waste Management, LLC