

10-16-1998

FORM PTO-1619A

Expires 06/30/99  
OMB 0651-0027U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

100851527

RECORDED 10-13-98

CLASSIFIED

MRD 10-13-98

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

**Conveyance Type**

Assignment



Security Agreement



License



Change of Name



Merger



Other

**U.S. Government**

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Name (line 1)

Stericycle, Inc.

Execution Date  
Month Day Year

09301998

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)

LaSalle National Bank

If document to be recorded  
is an assignment and the  
receiving party is not  
domiciled in the United  
States, an appointment  
of a domestic  
representative is attached.  
(Designation must be a  
separate document from  
Assignment.)

Name (line 2)

Address (line 1)

135 S. LaSalle St.

Address (line 2)

Address (line 3)

Chicago

IL

60603

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

10/15/1998 TTON11 00000239 3543111

01 FC:501

440.00 BP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**PATENT****REEL: 9500 FRAME: 0471**

## Correspondent Name and Address

Area Code and Telephone Number (312) 443-0396

Name Laura A. Kane, Lord, Bissell &amp; Brook

Address (line 1) 115 S. LaSalle St., 35th Floor

Address (line 2) Chicago, IL 60603

Address (line 3)

Address (line 4)

## Pages

Enter the total number of pages of the attached conveyance document  
including any attachments.

# 19

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

## Patent Number(s)

08485480

08486394

5543111

5523052

5641423

5609820

5035858

5226065

5106594

5709842

5508004

If this document is being filed together with a new Patent Application, enter the date the patent application was  
signed by the first named executing inventor.

Month Day Year

## Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved.

# 11

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 440.00

Method of Payment:

Deposit Account

Enclosed ☐Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐No ☐

## Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any  
attached copy is a true copy of the original document. Charges to deposit account are authorized, as  
indicated herein.

Beth S. Yvra

Name of Person Signing

Signature

October 7, 1998

Date

SCHEDULE A  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Patents and Patent Applications  
(see attached)

**I      Stericycle Patent Rights**

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method and Apparatus	USA	08/290,002	8/12/94	5,543,111	08/06/96
Rendering Medical					
Materials Safe	USA	08/426,631	04/21/95	5,523,052	06/04/96
	USA	08/466,088	06/06/95	5,641,423	06/24/97
	USA	08/480,879	06/07/95	5,609,820	03/11/97
	Canada	2,079,331	03/28/91	Pending	
	EPO	91908103.4	03/28/91	Pending	
	Canada	2,086,124	07/03/91	Pending	
	EPO	91913191.2	07/03/91	Pending	
	Canada	2,086,125	07/02/91	Pending	
	EPO	91913461.9	07/02/91	Pending	
Apparatus and Method for the Disinfection of Medical Waste in a Continuous Manner	Brazil	unassigned	06/01/98	Pending	

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method For Disinfecting Medical Materials	USA	07/530,438	06/01/90	5,035,858	07/30/91
Device For Disinfecting Medical Materials	USA	07/698,594	05/10/91	5,226,065	07/06/93
Method For Disinfecting Medical Materials	Canada	2027392	10/11/90	2027392	01/14/97
	Japan	2-515575	10/15/90	Pending	
Apparatus and Method For Processing Medical Waste	USA	07/586,442	09/21/90	5,106,594	04/21/92
	USA	07/903,906	06/25/92	5,709,842	01/20/98
	USA	08/177,803	01/06/94	5,508,004	04/16/96
	USA	08/485,480	06/07/95	Pending	
	USA	08/486,394	06/07/95	Pending	
	Australia	85449/91	09/18/91	642533	03/07/94
	Canada	2069430	09/18/91	Pending	
	EPO	91917216.3	09/18/91	Pending	
	Hungary	P9201696	09/18/91	212818	01/28/97
	Ireland	920862	03/18/92	Pending	
	Japan	3-515692	09/18/91	Pending	
	Mexico	921455	03/31/92	177232	03/15/95
	Mexico	947607	03/31/92	Pending	
	Russian Fed.	5052770.13	09/18/91	2082436	06/27/97
	South Korea	701203/92	09/18/91	Pending	

SCHEDULE B

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks/Service Marks/Trade Names Registrations and Applications  
(see attached)

**II.     Stericycle Trademark Rights**

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STERI-PLASTIC	USA	74/124,943	12/20/90	1,719,474	09/22/92
	Mexico	295582	05/21/97	pending	
STERI-TUB	USA	74/253,787	03/09/92	1,730,891	11/10/92
	Mexico	296124	05/26/97	pending	
	Brazil	820.854.921	08/18/98	pending	
STERICYCLE	USA	74/243,120	02/04/92	1,726,338	10/20/92
	Brazil	820.854.913	08/18/98	pending	
STERICYCLE DESIGN	USA	74/243,121	02/04/92	1,724,309	10/13/92
STERICYCLE AND DESIGN	Benelux	779271	04/29/92	512578	11/03/92
	Mexico	295583	05/21/97	pending	
STERIFUEL	USA	74/256,534	03/18/92	1,735,995	12/01/92
	Mexico	296125	05/26/97	pending	
STERI-CEMENT	USA	74/312,771	09/11/92	1,771,024	05/18/93
	Mexico	295581	05/21/97	pending	

# COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") made as of September 30, 1998, by STERICYCLE, INC., a Delaware Corporation ("Assignor"), and LaSalle National Bank, a national banking association, as Agent for the Lenders party to the Credit Agreement defined below (the "Assignee").

## WITNESSETH:

WHEREAS, Assignor, its Subsidiaries, Assignee and the Lenders are parties to a certain Credit Agreement of even date herewith (together with any and all amendments, revisions, modifications, supplements and restatements thereof and therefor, collectively the "Credit Agreement," with the terms used but not otherwise defined herein being used with the same meanings as therein defined); and

WHEREAS, the Lenders have agreed to make the Loans, from time to time, to or for the account of Assignor and its Subsidiaries on the terms and conditions set forth in the Credit Agreement and, in order to satisfy one of said conditions, the Assignor has agreed to grant to Assignee a mortgage and lien on and a security interest in all of Assignor's patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights and licenses pursuant to this Assignment in order to secure the Obligations of Assignor to the Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Collateral Assignment of Intellectual Property. To secure the full, complete and timely payment and satisfaction of all of Assignor's Obligations to the Lenders, Assignor hereby collaterally assigns, transfer, sets over and delivers to the Assignee and grants to the Assignee, for its benefit and the ratable benefit of the Lenders (with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default), a first priority mortgage, lien and security interest on and in all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed or recorded):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,

(ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents");

(b) trademarks, service marks, trademark and service mark registrations and applications, trade names including, without limitation, the trademarks, service marks, and tradenames and applications and registrations therefor listed on Schedule B attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks;

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Credit Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (d) hereinafter referred to collectively as the "Licenses"); and

(e) copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and registrations and applications therefor listed on Schedule D attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, and goodwill and other intellectual property and proprietary rights of the Assignee set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. Representations and Warranties. Assignor represents and warrants as follows:

(a) Other than as specifically set forth in the Schedules hereto, Assignor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property granted by it hereunder, free and clear of any adverse claim, lien, security interest, option, charge, pledge, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created by this Agreement. Except for those in favor of Silicon Valley Bank (which will be released/terminated immediately upon funding of the initial Loans), no effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property granted by such Assignor hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office, except such as may have been filed in favor of the Assignee relating to this Agreement.

(b) Set forth in Schedules A, B, C and D hereto is a complete and accurate list of all of the Patents, Trademarks, Licenses and Copyrights, respectively, now owned by Assignor. All other written information furnished to the Assignee concerning the Intellectual Property of Assignor is complete and accurate in all material respects.

(c) Other than as specifically set forth in the Schedules hereto, the Intellectual Property is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the best of Assignor's knowledge, valid, subsisting, registrable and enforceable. Assignor has notified the Assignee in writing of all prior uses of any item of the Intellectual Property of which such Assignor is aware, which would be likely to lead to such item becoming invalid or unenforceable, including, without limitation, prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) Assignor has not granted any license, release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Intellectual Property other than the Licenses set forth in Schedule C hereto.

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms.

(f) Except for (i) the filing and recording of this Agreement in the United States Patent and Trademark Office, and (ii) the filing of the financing statements contemplated by the Credit Agreement, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory

body in the United States is currently or is reasonably expected to be required either (x) for the making by such Assignor of the collateral assignments and the granting by such Assignor of the security interests granted hereby or for the execution, delivery or performance of this Agreement by such Assignor, or (y) for the perfection of or the exercise by the Assignee of its rights and remedies hereunder.

(g) The consummation of the actions contemplated under or in connection with the Credit Agreement and the Loan Documents will not impair the legal right of Assignor to use any of the Intellectual Property.

(h) Assignor has no knowledge of the existence of any right against or in the Intellectual Property or any license agreement in respect of the foregoing, or other proprietary information held or claimed by any person that, if upheld, would preclude Assignor from conducting its business as currently conducted under or in connection with any of the Intellectual Property or that would otherwise materially interfere with the ability of Assignor to conduct its business as currently conducted, and Assignor has no knowledge of any such claim that is threatened to be made.

(i) No claim in any court or in any administrative body, including, without limitation, the United States Patent and Trademark Office, has been made (and, as to any trademark, service mark, trade name or trade dress with respect to which Assignor is a licensee, to the best of Assignor's knowledge, no claim has been made against the third party licensor), and Assignor has no knowledge of any claim that is threatened to be made, that the use by Assignor of any item of the Intellectual Property does or may violate the rights of any person.

(j) Assignor has used consistent standards of quality in the manufacturing, distribution, sale and marketing of each product sold and the provision of each service provided under or in connection with the Intellectual Property and has taken all steps reasonably necessary to ensure that all licensed users of the Intellectual Property use such consistent standards of quality.

(k) Assignor has no knowledge of any infringement or unauthorized use of any item of the Intellectual Property which would materially interfere with the ability of Assignor to conduct its business as currently conducted.

3. New Patents, Trademarks, and Licenses. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark, tradename or trademark registration, license, license renewal, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in Section 1 hereof. Upon obtaining rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, C

and/or D, as applicable, to include the foregoing and shall execute and record any and all other and further documents, agreements or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien and security interest on and in the foregoing, for its benefit and the ratable benefit of the Lenders. Assignor's failure to give such notice shall not be deemed a material breach of this Assignment, nor shall it prejudice the subjection of such New Intellectual Property to the collateral assignment provided for herein. Assignor shall from time to time, and at Assignee's request at any time, provide an update on the status of all Intellectual Property and New Intellectual Property and shall execute the instruments called for in this paragraph.

4. Restrictions. Assignor agrees that until the Obligations shall have been fully and completely paid and satisfied and the Lenders shall no longer have any commitment to make the Loans under the Credit Agreement, Assignor will not, without Assignee's prior written consent, take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Lenders under this Assignment or the Assignor's grant and collateral assignment of a first priority mortgage, lien and security interest under this Assignment.

5. Agreements and Duties of Assignor.

(a) Assignor agrees: (i) not to sell or assign its interest in and not to grant any license under the Intellectual Property without prior written notice to the Assignee; (ii) to maintain the quality of any and all products in connection with which the Patents and/or Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, as often as requested thereby, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing. Assignor shall have the duty: (x) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks and any copyright application of the Copyrights, pending as of the date hereof or thereafter until the termination of this Assignment pursuant to Section 13 hereof; (y) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate; and (z) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications and registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Unless the benefits to be derived from the following are negligible, immaterial or the following are otherwise of little or no value, Assignor shall not abandon: (1) any right to file a patent, trademark or copyright application; (2) any pending patent, trademark or copyright application; or (3) or any patent, trademark or copyright (whether pending or otherwise) without the consent of Assignee.

(b) Assignor agrees that at any time and from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Assignee may reasonably request, in order

to (i) ensure the creation, continued existence, protection, validity, perfection and priority of any security interest granted or purported to be granted by Assignor hereby, or (ii) enable the Assignee to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property. Without limiting the generality of the foregoing, Assignor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Assignee may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(c) Assignor hereby authorizes the Assignee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Intellectual Property without the signature of Assignor where permitted by law. A copy thereof shall be delivered to the Assignor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Intellectual Property or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) Assignor agrees to notify the Assignee immediately and in writing if Assignor learns (i) that any material item of the Intellectual Property may become abandoned, or (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any other administrative body or any court) regarding any material part of the Intellectual Property.

(e) In the event that any item of the Intellectual Property which is material to the operation of Assignor's business as currently conducted is infringed or misappropriated by a third party, Assignor shall promptly notify the Assignee and take all reasonable steps and actions to defend against such infringement or misappropriation, and such other actions as Assignor shall deem appropriate under the circumstances to protect and enforce such Intellectual Property. Any expense incurred in connection with such activities shall be borne by Assignor.

(f) Assignor will not create, incur, assume or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Intellectual Property except for the security interests created by this Agreement and the Credit Agreement.

(g) Assignor will not take any other action, other than actions permitted hereunder, in connection with any of the Intellectual Property (i) that would materially interfere with the ability of Assignor to conduct its business as currently conducted, or (ii) that would impair the interest or rights therein of the Assignee.

6. Assignee's Right to Sue. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name and on behalf of the Lenders to enforce the Intellectual Property and any licenses thereunder (subject to rights, if any,

granted to or possessed by third parties (for example, licensees) to sue thereon), and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify the Lenders for all costs and expenses incurred by the Lenders in the exercise of its rights under this Section 6.

7. Power of Attorney. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at any time, to endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to effect or maintain a valid and first mortgage, lien and security interest on and in and collateral assignment of the Intellectual Property, and (ii) from and after the occurrence of an Event of Default, if uncured 15 days after written notice thereof given by the Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, to (x) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (y) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully and completely paid and satisfied and the Assignee shall no longer have any commitment to make the Loans under the Credit Agreement.

8. Assignee's Other Rights and Remedies. Assignee and each Lender shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default, if uncured 15 days after written notice thereof, Assignee may (i) exercise in respect of the Intellectual Property any and all rights and remedies of Assignor under or otherwise in respect of the Intellectual Property, (ii) require Assignor to, and Assignor hereby agrees that it will at its expense and upon request of the Assignee forthwith, assemble all or any part of the documents embodying the Intellectual Property as directed by the Assignee and make it available to the Assignee at a place to be designated by the Assignee which is reasonably convenient to both the Assignee and Assignor, and (iii) without notice except as specified below, sell the Intellectual Property or any part thereof in one or more parcels at public or private sale, at any of the Assignee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Assignee may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Intellectual Property of Assignor, the goodwill of the business connected with and symbolized by any Intellectual Property subject to such disposition shall be included, and Assignor shall supply to the Assignee or its designee Assignor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Intellectual Property subject to such disposition, and its customer lists and other records relating to such Intellectual Property and to the distribution of such products and services. Assignor agrees that, to the extent notice of sale shall be required by law, at least five days' notice to Assignor of the time and place of any public sale or the time after which any private sale is to be

made shall constitute reasonable notification. The Assignee shall not be obligated to make any sale of Intellectual Property regardless of notice of sale having been given. The Assignee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Royalties. Assignor hereby agrees that the use by any Lender of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from any Lender to the Assignor.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Indemnity and Expenses.

(a) Except to the extent otherwise paid to the Lenders by the Assignor pursuant to the terms of the Credit Agreement or any of the Loan Documents, Assignor agrees to indemnify the Assignee from and against any and all claims, damages, losses, obligations and expenses (including, without limitation, fees and out-of-pocket expenses of counsel, including in-house counsel) arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement); provided that Assignor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Assignee.

(b) Except to the extent otherwise paid to the Assignee by Assignor pursuant to the terms of the Credit Agreement or any of the Loan Documents, Assignor will upon demand

pay to the Assignee the amount of any and all expenses, including, without limitation, the fees and disbursements of its counsel and paralegals (including in-house counsel who may be employees of the Assignee) and of any experts and agents, which the Assignee may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Intellectual Property, (iii) the exercise or enforcement (whether in the context of a civil action, adversary proceeding, workout or otherwise) of any of the rights of the Assignee hereunder or (iv) the failure by Assignor to perform or observe any of the provisions hereof.

12. Security Interest Absolute. All rights of the Assignee in the security interests granted hereunder, and all obligations of Assignor, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement or any Loan Documents, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, or any release of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any of the Loan Documents, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Assignor; or

(c) any taking, exchange, subordination, substitution, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations.

13. Termination. This Assignment is made for collateral purposes only and upon full and complete payment and satisfaction of the Obligations and termination of the Assignee's commitment to make the Loans under the Credit Agreement, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

16. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lenders and the Assignee and their nominees and assigns.

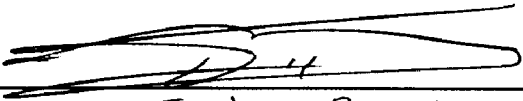
17. Notices. All notices and other communications provided for herein shall be given or made at the addresses and in the manner provided for in the Credit Agreement.

18. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the internal laws of the State of Illinois.

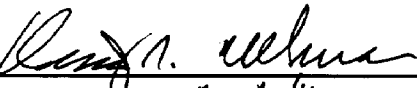
IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first above written.

ASSIGNOR:

STERICYCLE, INC.

By:   
Name: F. FEN BRINK  
Title: CFO

ATTEST:

By:   
Name: Craig P. Wolmar  
Title: Notary Public for Cook County, Illinois

(Corporate Seal)

ACCEPTANCE

The undersigned, LaSalle National Bank, as Agent for the Lenders, accepts the foregoing Collateral Assignment of Intellectual Property.

DATED: 9 - 30, 1998

ASSIGNEE:

LASALLE NATIONAL BANK, AS AGENT  
FOR THE LENDERS

By: Michael Foster  
Name: Michael Foster  
Title: SVP

SCHEDULE C

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

1. License Agreements

**SCHEDULE C**  
**TO**  
**COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**LICENSE AGREEMENTS**

1. **Radio-Frequency Heating Technology Licensing Agreement dated November 10, 1995 by and between Stericycle and IIT Research Institute**
2. **License Agreement dated May 19, 1997 by and between Medam, S.A. de C.V. and Stericycle.**
3. **Agreement for Supply of Medical Waste Treatment Equipment dated July 13, 1998 by and between Stericycle and Campanhia Auxiliar de Viacao e Obras CAVO.**

SCHEDULE D

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

1. Copyrights: None

2. Copyright Applications and Registrations: None