

R

04-13-1999

EE

12-08-1998

RE

~~MAR 12 4 98~~



101007918

100915387

To the Honorable Commissioner of Patents and Trademarks: Please record the attached.

MAR 4/5/99

1. Name of conveying party(ies):

LES, INC. (DE Corporation)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Toronto Dominion (Texas), Inc., as General Administrative Agent

Internal Address: _____

Street Address: 909 Fannin Street

City: Houston State: Texas ZIP: 77010

Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 3, 1998

4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule 6

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: _____

22

7. Total fee (37 CFR 3.41): \$880

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

7/00/1998 SERIAL 0000023 437250

61 FC:441

880.00 OP

DO NOT USE THIS SPACE

9. 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.

Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

7/2/98
Date

Total number of pages comprising cover sheet:

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

LAIDLAW ENVIRONMENTAL SERVICES, INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (US), INC. (DE Corporation)

LES MERGER, INC. (DE Corporation)

LES ACQUISITION, INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF ILLINOIS, INC. (IL Corporation)

GSX CHEMICAL SERVICES OF OHIO, INC. (OH Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (BDT), INC. (NY Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (FS), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (GS), INC. (TN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF CHATTANOOGA, INC. (TN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF WHITE CASTLE, INC. (CO Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (RECOVERY), INC. (LA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TS), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (IMPERIAL VALLEY), INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (LOKERN), INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF CALIFORNIA, INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF SOUTH CAROLINA, INC. (SC Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (NORTH EAST), INC. (NH Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TES), INC. (TX Corporation)

LAIDLAW CHEMICAL SERVICES, INC. (MA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TOC), INC. (SC Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TG), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (ALTAIR), INC. (TX Corporation)
LIDLAW ENVIRONMENTAL SERVICES (WT), INC. (OH Corporation)
LIDLAW ENVIRONMENTAL SERVICES OF BARTOW, INC. (FL Corporation)
LIDLAW ENVIRONMENTAL SERVICES (THERMAL TREATMENT), INC. (DE Corporation)
LEMC, INC. (DE Corporation)
LIDLAW OSCO HOLDINGS, INC. (DE Corporation)
LIDLAW ENVIRONMENTAL SERVICES OF NASHVILLE, INC. (TN Corporation)
LIDLAW ENVIRONMENTAL SERVICES (CLIVE), INC. (OK Corporation)
LIDLAW ENVIRONMENTAL SERVICES (LONE AND GRASSY MOUNTAIN), INC. (OK Corporation)
LIDLAW ENVIRONMENTAL SERVICES (TULSA), INC. (OK Corporation)
LIDLAW ENVIRONMENTAL SERVICES (SAN ANTONIO), INC. (TX Corporation)
LIDLAW ENVIRONMENTAL SERVICES (WICHITA), INC. (KS Corporation)
LIDLAW ENVIRONMENTAL SERVICES OF DELAWARE, INC. (DE Corporation)
CORSAN TRUCKING, INC. (LA Corporation)
USPCI, INC. OF GEORGIA (DE Corporation)
LIDLAW ENVIRONMENTAL SERVICES (SAN JOSE), INC. (CA Corporation)
LIDLAW ENVIRONMENTAL SERVICES (SAWYER), INC. (OK Corporation)
CHEMCLEAR, INC. OF LOS ANGELES (DE Corporation)
LIDLAW ENVIRONMENTAL SERVICES (ROSEMOUNT), INC. (MN Corporation)
LES HOLDING'S, INC. (DE Corporation)
EAST CARBON DEVELOPMENT FINANCIAL PARTNERS, INC. (UT Corporation)
LIDLAW ENVIRONMENTAL SERVICES (TUCKER), INC. (GA Corporation)
NINTH STREET PROPERTIES, INC. (MO Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (MT. PLEASANT), INC. (TN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (DEER TRAIL), INC. (CO Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (MINNEAPOLIS), INC. (MN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (LOS ANGELES), INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (BATON ROUGE), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (PLAQUEMINE), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (BRIDGEPORT), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (DEER PARK), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TIPTON), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL, INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (SUSSEX), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (GLOUCESTER), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (CUSTOM TRANSPORT), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (ARAGONITE), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES DE MEXICO, S.A. DE C.V.

LAIDLAW ENVIRONMENTAL SERVICES (PUERTO RICO), INC. (Puerto Rico Corporation)

U.S. PATENTS TO BE RECORDED
re: DOCUMENT ID NO. 100763015A

4,373,958 Road Base Stabilization Method Using Lime Kiln Dust
4,464,081 Process and Structure for Storing and Isolating Hazardous
4,530,292 Treatment of Acidic Organic and Alkaline Inorganic Wastes
4,637,928 Method and Apparatus for Neutralizing Reactive Materials Suc
4,943,165 Improved Sludge Stabilizing Method and Apparatus
4,983,222 Improvements in Vapor Solvent Decontam PCB Transformer C
5,009,266 Method for In Situ Contaminant Extraction from Soil
5,040,900 Sludge Stabilizing Method and Apparatus
5,040,973 Rotary Reactor and Lifter Assembly
5,091,157 Recycle Conduit Insulation Assembly
5,190,406 Cationic Treatment Landfill
5,196,620 Fixation and Utilization of Ash Residue from the Incineration
5,228,398 Kiln Control for Incinerating Waste
5,238,401 Slagging Rotary Kiln
5,264,078 Apparatus and Method for Spray Drying Solids-Laden High
5,301,621 Slag Viscosity Control by Image Analysis of Dripping Slag w/
5,353,722 Preventive Slag Viscosity Control by Detection of Alkali Meta
5,360,511 Apparatus and Method for Spray Drying Solids-Laden High
5,388,931 Cutoff Wall System to Isolate Contaminated Soil
5,427,037 Methods and Apparatus Using Relative Power Factor in Inci
5,549,472 Control of Protective Layer Thickness in Kilns by Utilizing Tw
5,566,626 Incineration Kiln Devices and Methods of Protecting the Sa

THIS IS A
TWO SIDED DOCUMENT

AMENDED AND RESTATED
GUARANTEE AND COLLATERAL AGREEMENT

made by

LES, INC.

LIDLAW ENVIRONMENTAL SERVICES, INC.

and certain of its Subsidiaries

in favor of

TORONTO DOMINION (TEXAS), INC.
as General Administrative Agent

Dated as of April 3, 1998

5.12 Special Covenants of Holdings 19

SECTION 6. REMEDIAL PROVISIONS 20

6.1 Certain Matters Relating to Receivables 20

6.2 Communications with Obligors; Grantors Remain Liable 20

6.3 Pledged Stock 21

6.4 Proceeds to be Turned Over To General Administrative Agent 22

6.5 Application of Proceeds 22

6.6 Code and Other Remedies 22

6.7 Registration Rights 23

6.8 Waiver; Deficiency 24

SECTION 7. THE GENERAL ADMINISTRATIVE AGENT 24

7.1 General Administrative Agent’s Appointment as Attorney-in-Fact, etc. 24

7.2 Duty of General Administrative Agent 26

7.3 Execution of Financing Statements 26

7.4 Authority of General Administrative Agent 26

SECTION 8. MISCELLANEOUS 27

8.1 Amendments in Writing 27

8.2 Notices 27

8.3 No Waiver by Course of Conduct; Cumulative Remedies 27

8.4 Enforcement Expenses; Indemnification 27

8.5 Successors and Assigns 28

8.6 Set-Off 28

8.7 Counterparts 28

8.8 Severability 28

8.9 Section Headings 28

8.10 Integration 29

8.11 GOVERNING LAW 29

8.12 Submission To Jurisdiction; Waivers 29

8.13 Acknowledgements 29

8.14 WAIVER OF JURY TRIAL 30

8.15 Additional Grantors 30

8.16 Releases 30

SCHEDULES

| | |
|------------|---|
| Schedule 1 | Notice Addresses of Guarantors |
| Schedule 2 | Description of Pledged Securities |
| Schedule 3 | Filings and Other Actions Required to Perfect Security Interests |
| Schedule 4 | Location of Jurisdiction of Organization and Chief Executive Office |
| Schedule 5 | Location of Inventory and Equipment |
| Schedule 6 | Intellectual Property |
| Schedule 7 | Contracts |
| Schedule 8 | Existing Prior Liens |

ANNEXES

| | |
|---------|----------------------|
| Annex 1 | Assumption Agreement |
|---------|----------------------|

AMENDED AND RESTATED
GUARANTEE AND COLLATERAL AGREEMENT

AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT, dated as of April 3, 1998 (amending and restating the Guarantee and Collateral Agreement, dated as of May 15, 1997), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of TORONTO DOMINION (TEXAS), INC., as General Administrative Agent (in such capacity, the "General Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of April 3, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LES, INC., a Delaware corporation (the "Company"), LAIDLAW ENVIRONMENTAL SERVICES (CANADA) LTD. (the "Canadian Borrower"; together with the Company, the "Borrowers"), the Lenders, the General Administrative Agent, The Toronto-Dominion Bank, as Canadian Administrative Agent, TD Securities (USA) Inc., as Arranger, The Bank of Nova Scotia, NationsBank, N.A., The First National Bank of Chicago and Wachovia Bank, N.A., as Managing Agents, The Bank of Nova Scotia and The First National Bank of Chicago, as Co-Documentation Agents, and NationsBank, N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, the Borrowers entered into the Credit Agreement, dated as of May 15, 1997 (the "Existing Credit Agreement"), with the General Administrative Agent, the Canadian Administrative Agent, the Arranger, certain of the Managing Agents, the Syndication Agent and the banks and other financial institutions from time to time parties thereto;

WHEREAS, in connection with the Existing Credit Agreement, the Borrowers have executed the Guarantee and Collateral Agreement, dated as of May 15, 1997 (the "Existing Collateral Agreement"), in favor of the General Administrative Agent for the ratable benefit of the lenders under the Existing Credit Agreement, as the same may be amended, supplemented or otherwise modified from time to time;

WHEREAS, the Borrowers, the Agent and the Lenders have entered into the Credit Agreement to amend and restate the Existing Credit Agreement;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to provide for financing of the Exchange Offer and the Merger (each as defined in the Credit Agreement) and related costs and expenses, and for the refinancing of certain existing indebtedness of Safety-Kleen Corp.;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement, the Exchange Offer and the Merger; and

"California Bonds": the 6.70% California Pollution Control Financing Authority Pollution Control Refunding Revenue Bonds 1997 Series A due July 1, 2007 in the aggregate principal amount of \$19,500,000.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the General Administrative Agent as provided in Section 6.1 or 6.4.

"Contracts": the contracts and agreements listed in Schedule 7, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person (other than each of ECDC East, L.C., ECDC Services, L.C., OSCO Treatment Systems of Mississippi, Inc., USPCI of Mississippi, Inc., so long as such entity is not, directly or indirectly, a wholly-owned subsidiary of Holdings or the Company) that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Subsidiary Guarantor": each of the Guarantors other than Holdings.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

"Utah Bonds": the 7.55% Tooele County, Utah, Pollution Control Refunding Revenue Bonds 1997 Series A due July 1, 2007 in the aggregate principal amount of \$45,700,000.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the General Administrative Agent, for the ratable benefit of the Lenders and the Working Capital Lender and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations and the Working Capital Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations or the Working Capital Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the General Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the Working Capital Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrowers may be free from any Borrower Obligations or the Working Capital Obligations.

(e) No payment made by either Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the General Administrative Agent or any Lender from either Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations or the Working Capital Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or the Working Capital Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations and the Working Capital Obligations), remain liable for the Borrower Obligations and the Working Capital Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations and the Working Capital Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the General Administrative Agent and the Lenders, and

Section 2; the Borrower Obligations and the Working Capital Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between either Borrower and any of the Guarantors, on the one hand, and the General Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon either Borrower or any of the Guarantors with respect to the Borrower Obligations or the Working Capital Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or the Working Capital Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the General Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by either Borrower or any other Person against the General Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of either Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of either Borrower for the Borrower Obligations or the Working Capital Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the General Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against either Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or the Working Capital Obligations or any right of offset with respect thereto, and any failure by the General Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from either Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of either Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the General Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations or the Working Capital Obligations is rescinded or must otherwise be restored or returned by the General Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of either Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, either Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the General Administrative Agent without set-off or counterclaim in U.S. Dollars at the office of the General Administrative Agent referred to in Section 14.2 of the Credit Agreement.

they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the General Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to a Borrower's knowledge shall, for the purposes of this Section 4.1(a), be deemed to be a reference to such Guarantor's knowledge.

(b) In the case of Holdings:

(i) Holdings (w) is duly organized, validly existing and in good standing under the laws of the State of Delaware, (x) has the corporate power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (y) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (z) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has the corporate power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of the Loan Documents to which Holdings is a party. This Agreement has been, and each other Loan Document to which it is a party will be, duly executed and delivered on behalf of Holdings. This Agreement constitutes, and each other Loan Document to which it is a party when executed and delivered will constitute, a legal, valid and binding obligation of Holdings enforceable against Holdings in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(iii) The execution, delivery and performance of the Loan Documents to which Holdings is a party will not violate any Requirement of Law or Contractual Obligation of Holdings or of any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation (other than pursuant to this Agreement).

(iv) No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Holdings, threatened by or against Holdings or any of its Subsidiaries or against any of its or their respective properties or revenues (x) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (y) which could reasonably be expected to have a Material Adverse Effect.

(v) Holdings has no material assets other than the stock of the Company.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the General Administrative Agent.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9 Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement.

(b) Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature.

(d) Neither such Grantor nor (to the best of such Grantor's knowledge) any of the other parties to the Contracts is in default in the performance or observance of any of the terms thereof in any manner that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(e) The right, title and interest of such Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) Such Grantor has delivered to the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(g) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(h) None of the parties to any Contract is a Governmental Authority.

4.10 Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) The Company shall deliver to the General Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance during the month of April in each calendar year and such supplemental reports with respect thereto as the General Administrative Agent may from time to time reasonably request.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the General Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the General Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the General Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the General Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

5.6 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the General Administrative Agent and delivery to the General Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the General Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the General Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the General Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

5.9 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the General Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

(c) If at any time the aggregate amount owing on all Accounts of all Grantors as to which a Governmental Authority is an obligor (collectively, "Total Government Accounts"), exceeds 10% (or, if an Event of Default shall have occurred and be continuing, 5%) of the aggregate amount owing on all Accounts of all Grantors (collectively, "Total Accounts"), such Grantor shall, if requested by the General Administrative Agent, at such Grantor's sole cost and expense, from and after the date on which such aggregate amount first exceeds such percentage (regardless of whether the aggregate amount owing on the Total Government Accounts shall equal less than 10% (or 5%, as the case may be) of the aggregate amount owing on the Total Accounts at any subsequent time), deliver to the General Administrative Agent such assignments, notices of assignment and other documents or information as shall be necessary or otherwise requested by the General Administrative Agent to permit the assignment hereunder of all Accounts as to which a Governmental Authority is an obligor pursuant to all applicable Requirements of Law (including, without limitation, the Assignment of Claims Act of 1940, as amended).

5.10 Contracts. (a) Such Grantor will perform and comply in all material respects with all its obligations under the Contracts.

(b) Such Grantor will not amend, modify, terminate or waive any provision of any Contract in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral.

(c) Such Grantor will exercise promptly and diligently each and every material right which it may have under each Contract (other than any right of termination).

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the General Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.12 Special Covenants of Holdings. Holdings hereby covenants and agrees that:

(a) The terms of each of subsections 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10 of the Credit Agreement shall apply to Holdings, mutatis mutandis, to the same extent as if the references to a Borrower therein were references to Holdings, and Holdings will perform and satisfy all such covenants as so applied to it.

(b) Holdings shall take, or shall refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in Section 9 or 10 of the Credit Agreement, and so that no Default or Event of Default, is caused by any act or failure to act of Holdings.

(c) Holdings shall not incur any Indebtedness or Guarantee Obligations, or make any investments in, or loans or advances to any Person, or merge or consolidate with any Person, or conduct, transact or otherwise engage, or commit to transact, conduct or otherwise engage, in any business or operations other than (i) the ownership of the capital stock of the Company and the exercise of rights and performance of obligations in connection therewith, (ii) the entry into, and exercise of rights and performance of obligations in respect of, this Agreement, the Seller Note, the California Bonds, Utah Bonds, the Westinghouse Debt Agreement, the Stock Purchase Agreement, equity subscription agreements, registration rights agreements, voting and other stockholder agreements, engagement letters, underwriting agreements and other agreements in respect of its equity securities or any offering, issuance or sale thereof, (iii) the offering, issuance and sale of its equity securities to the extent such offering, issuance or sale does not constitute a Change of Control or would be otherwise inconsistent with the provisions of the Credit Agreement, (iv) the entry into, and exercise of rights and performance of obligations in respect of, indentures, engagement letters, underwriting agreements and other agreements in respect of Indebtedness permitted under clause (iii) above or any offering, issuance or sale thereof, and the offering, issuance and sale of its debt securities representing such Indebtedness, (v) the incurrence of Guarantee Obligations in the ordinary course of business in respect of the obligations of the Company and its Subsidiaries incurred in the ordinary course of business, (vi) the filing of registration statements, and compliance with applicable reporting and other obligations, under federal, state or other securities laws, (vii) the listing of its equity securities and compliance with applicable reporting and other obligations in connection therewith, (viii) the retention of transfer agents, private placement agents,

(b) Upon the request of the General Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the General Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the General Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and the Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the General Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the General Administrative Agent or any Lender of any payment relating thereto, nor shall the General Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the General Administrative Agent shall have given notice to the relevant Grantor of the General Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the General Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the General Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the General Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in such order as the General Administrative Agent may determine, and (ii) any or all of the Pledged Securities shall be registered in the name of the General Administrative Agent or its nominee, and the General Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the General Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other

the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the General Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The General Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the General Administrative Agent's request, to assemble the Collateral and make it available to the General Administrative Agent at places which the General Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The General Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the General Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the General Administrative Agent may elect, and only after such application and after the payment by the General Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the General Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the General Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the General Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the General Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the General Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the General Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the General Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the General Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the

of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the General Administrative Agent may request to evidence the General Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the General Administrative Agent or as the General Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the General Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the General Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the General Administrative Agent were the absolute owner thereof for all purposes, and do, at the General Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the General Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the General Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the General Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

respect thereto as may exist from time to time among them, but, as between the General Administrative Agent and the Grantors, the General Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 14.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the General Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 14.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the General Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the General Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the General Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the General Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the General Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the General Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the General Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the General Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the General Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the General Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

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

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the General Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the General Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the General Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

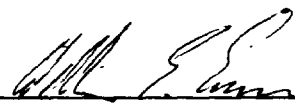
LES, INC.
LAIDLAW ENVIRONMENTAL SERVICES, INC.
LAIDLAW ENVIRONMENTAL SERVICES (US),
INC.
LES MERGER, INC.
LES ACQUISITION, INC.
LAIDLAW ENVIRONMENTAL SERVICES
OF ILLINOIS, INC.
GSX CHEMICAL SERVICES OF OHIO, INC.
LAIDLAW ENVIRONMENTAL SERVICES
(BDT), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(FS), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(GS), INC.
LAIDLAW ENVIRONMENTAL SERVICES OF
CHATTANOOGA, INC.
LAIDLAW ENVIRONMENTAL SERVICES OF
WHITE CASTLE, INC.
LAIDLAW ENVIRONMENTAL SERVICES
(RECOVERY), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(TS), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(IMPERIAL VALLEY), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(LOKERN), INC.
LAIDLAW ENVIRONMENTAL SERVICES
OF CALIFORNIA, INC.
LAIDLAW ENVIRONMENTAL SERVICES OF
SOUTH CAROLINA, INC.
LAIDLAW ENVIRONMENTAL SERVICES
(NORTH EAST), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(TES), INC.
LAIDLAW CHEMICAL SERVICES, INC.
LAIDLAW ENVIRONMENTAL SERVICES
(TOC), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(TG), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(ALTAIR), INC.
LAIDLAW ENVIRONMENTAL SERVICES
(WT), INC.

LAIDLAW ENVIRONMENTAL SERVICES
 (PLAQUEMINE), INC.
 LAIDLAW ENVIRONMENTAL SERVICES
 (BRIDGEPORT), INC.
 LAIDLAW ENVIRONMENTAL SERVICES (DEER
 PARK), INC.
 LAIDLAW ENVIRONMENTAL SERVICES
 (TIPTON), INC.
 LAIDLAW ENVIRONMENTAL, INC.
 LAIDLAW ENVIRONMENTAL SERVICES
 (SUSSEX), INC.
 LAIDLAW ENVIRONMENTAL SERVICES
 (GLOUCESTER), INC.
 LAIDLAW ENVIRONMENTAL SERVICES
 (CUSTOM TRANSPORT), INC.
 LAIDLAW ENVIRONMENTAL SERVICES
 (ARAGONITE), INC.
 LAIDLAW ENVIRONMENTAL SERVICES DE
 MEXICO, S.A. DE C.V.
 LAIDLAW ENVIRONMENTAL SERVICES
 (PUERTO RICO), INC.

By: 
 Name: _____
 Title: _____

Acknowledged and Agreed to as
 of the date hereof by:

TORONTO DOMINION (TEXAS), INC.,
 as General Administrative Agent

By: 
 Name: _____
 Title: _____

NOTICE ADDRESSES OF GUARANTORS

The notice address for each of the Guarantors is:

1301 Gervais Street, Suite 300
Columbia, South Carolina 29201

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

| Issuer | Class of Stock | Stock Cert. No. | No. of Shares Issued | Shareholder |
|--|----------------|-----------------|----------------------|---|
| LES, Inc. (fka Laidlaw Chem-Waste, Inc.) | Common | 6 & 7 | 212 | Laidlaw Environmental Services, Inc. (fka Rollins Environmental Services, Inc.) |
| Wholly-Owned Subsidiaries | | | | |
| LES Acquisition, Inc. | Common | 001 | 1 | LES, Inc. |
| Laidlaw Environmental Services (US), Inc. ¹ | Common | 3 & 4 | 205 | LES, Inc. |
| LES Merger, Inc. | Common | 1 | 1000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services of Illinois, Inc. | Common | 2 | 500 | Laidlaw Environmental Services (US), Inc. |
| GSX Chemical Services of Ohio, Inc. | Common | 4 | 500 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (BDT), Inc. | Common | 12 | 7,510 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (FS), Inc. | Common | 2 | 6,500 | 6,500 common shares (87%) issued to Laidlaw Environmental Services (US), Inc. |
| | | 2 | 1,000 | 1,000 common shares (13%) issued to Laidlaw Environmental Services (Altair), Inc. |
| Laidlaw Environmental Services (GS), Inc. | Common | 12 | 10 | Laidlaw Environmental Services (US), Inc. |

¹ UPC Holding Corp. was merged into Laidlaw Environmental Services (US), Inc. on May 23, 1997. UPC Holding Corp. formerly had 100 common shares issued to Laidlaw Environmental Services (US), Inc. on certificate number 3. USPCI, Inc. was also merged in Laidlaw Environmental Services (US), Inc. on May 23, 1997. USPCI, Inc. formerly had 1000 common shares issued to UPC Holding Corp. on stock certificate A. Redox, Inc. was merged into Laidlaw Environmental Services (US), Inc. on August 22, 1997. Redox, Inc. formerly had 100 common shares issued to Laidlaw Environmental Services (US), Inc. on stock certificate number 3.

Pledged Stock:

| Issuer | Class of Stock | Stock <u>Cert. No.</u> | No. of <u>Shares Issued</u> | Shareholder |
|--|----------------|------------------------|-----------------------------|--|
| | | 3 | | 250 common shares (25%) issued to Laidlaw Environmental Services (TES), Inc. |
| Laidlaw Environmental Services (TES), Inc. | Common | 7 | 10,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Chemical Services, Inc. | Common | 7 | 3,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (TOC), Inc. | Common | 3 | 100 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (TG), Inc. | Common | 3 | 1,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (Altair), Inc. | Common | 3 | 1,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (WT), Inc. | Common | C-1 | 201,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services of Bartow, Inc. | Common | 2 | 1,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (Thermal Treatment), Inc. | Common | 1 | 100 | Laidlaw Environmental Services (US), Inc. |
| LEMC, Inc. | Common | i | 10 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Osco Holdings, Inc. ³ | Common | 1 | 100 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services of Nashville, Inc. | Common | 2 | 1,000 | Laidlaw Osco Holdings, Inc. |
| Laidlaw Environmental Services (Clive), Inc. fka USPCI Clive Incineration Facility, Inc. | Common | 11 | 1,000 | Laidlaw Environmental Services (US), Inc. |

³ Osco Environmental Services, Inc. was merged into Laidlaw Osco Holdings, Inc. on August 21, 1997, Osco Environmental Services, Inc. formerly had 100 shares of common stock issued to Laidlaw Osco Holdings, Inc. on certificate number 2.

Pledged Stock:

| Issuer | Class of Stock | Stock <u>Cert. No.</u> | No. of <u>Shares Issued</u> | Shareholder |
|---|----------------|------------------------|-----------------------------|---|
| LES Holdings, Inc. fka McDuffie County Environmental Facility, Inc. | Common | 1 | 1,000 | Laidlaw Environmental Services (US), Inc. |
| East Carbon Development Financial Partners, Inc. | Common | 1 | 1,000 | Laidlaw Environmental Services (US), Inc. |
| Laidlaw Environmental Services (Tucker), Inc. fka PPM, Inc. of Georgia | Common | 1 | 100 | Laidlaw Environmental Services (US), Inc. |
| Ninth Street Properties, Inc. | Common | 1 | 1,000 | Laidlaw Environmental Services (Tucker), Inc. |
| Laidlaw Environmental Services (Mt. Pleasant), Inc. fka Allworth of Tennessee, Inc. | Common | 2 | 1,000 | LES, Inc. |
| Laidlaw Environmental Services (Deer Trail), Inc. fka Highway 36 Land Development Co. | Common | 5 | 500 | LES, Inc. |
| Laidlaw Environmental Services (Minneapolis), Inc. fka National Electric, Inc. (Parent of Laidlaw Environmental Services (Aragonite), Inc.) | Common | 11 | 3,000 | LES, Inc. |
| Laidlaw Environmental Services (Los Angeles), Inc. fka Rollins O.P.C. Inc. | Common | 4 | 1,000 | LES, Inc. |
| Laidlaw Environmental Services (Baton Rouge), Inc. fka Rollins Environmental Services (LA) Inc. | Common | 2 | 1,000 | LES, Inc. |
| Laidlaw Environmental Services (Plaquemine), Inc. fka Rollins Environmental Services of Louisiana, Inc. | Common | 2 | 1,000 | LES, Inc. |
| Laidlaw Environmental Services (Bridgeport), Inc. fka Rollins Environmental Services (NJ) Inc. | Common | 7 | 1,000 | LES, Inc. |

| | | | | |
|--|---------|-----|------|---|
| Laidlaw Environmental Services (Canada) Ltd. | Class A | 3 | 1600 | 1040 Class A shares issued to LES, Inc. |
| | Class B | B-2 | 7300 | 4745 Class B shares issued to LES, Inc. |

Pledged Notes:

| <u>Issuer</u> | <u>Payee</u> | <u>Principal Amount</u> |
|----------------------------|--------------------------------------|---------------------------------|
| Safety-Kleen Corp. | LES, Inc. | 46,000,000 |
| ViroGroup, Inc. | LES, Inc. | 3,000,000 |
| LES Acquisition, Inc. | Laidlaw Environmental Services, Inc. | 575,325,906.40 ⁹ |
| LES Acquisition, Inc. | LES, Inc. | 911,557,469.55 |
| Sutton Street Realty Trust | Dizzy Bridge Realty Trust | 546,893.82 (as of January 1998) |

⁹ A portion of the indebtedness evidenced by these promissory notes will be contributed by the Company, at the time of the Merger, to the capital of Safety-Kleen (as surviving corporation of the Merger); accordingly, on the Merger Date, these promissory notes will be released by the General Administrative Agent and replaced by promissory notes in a lesser principal amount.

UCC FILING JURISDICTIONS
LAIDLAW ENVIRONMENTAL SERVICES, INC.

| <u>Company Name</u> | <u>Jurisdiction</u> |
|--|--|
| Chemclear, Inc. of Los Angeles | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Corsan Trucking, Inc. | Louisiana* <ul style="list-style-type: none"> • East Baton Rouge Parish South Carolina <ul style="list-style-type: none"> • Secretary of State Richland County |
| East Carbon Development Financial Partners, Inc. | South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Utah* <ul style="list-style-type: none"> • Secretary of State |
| GSX Chemical Services of Ohio, Inc. | Ohio* <ul style="list-style-type: none"> • Secretary of State • Cuyahoga County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Chemical Services, Inc. | Massachusetts* <ul style="list-style-type: none"> • Secretary of State • Essex County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Michigan <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (Altair), Inc. | South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Texas* <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services (Aragonite), Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Kansas <ul style="list-style-type: none"> • Secretary of State |

*Denotes State of Incorporation

PATENT
REEL: 9866 FRAME: 0460

UCC FILING JURISDICTIONS
LAIDLAW ENVIRONMENTAL SERVICES, INC.

| <u>Company Name</u> | <u>Jurisdiction</u> |
|---|---|
| | Texas <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services (Deer Trail), Inc. | Colorado* <ul style="list-style-type: none"> • Secretary of State • Arapahoe County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (FS), Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Indiana <ul style="list-style-type: none"> • Secretary of State • Madison County Louisiana <ul style="list-style-type: none"> • Calcasieu Parish • East Baton Rouge Parish • Iberville Parish • St. Charles Parish Michigan <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Texas <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services (Gloucester), Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Louisiana <ul style="list-style-type: none"> • East Baton Rouge Parish New Jersey <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Texas <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services (GS), Inc. | Alaska <ul style="list-style-type: none"> • Secretary of State • Anchorage County • Fairbanks North County California <ul style="list-style-type: none"> • Secretary of State |

*Denotes State of Incorporation

UCC FILING JURISDICTIONS
LAIDLAW ENVIRONMENTAL SERVICES, INC.

| <u>Company Name</u> | <u>Jurisdiction</u> |
|---|--|
| | <ul style="list-style-type: none"> • Richland County Utah • Secretary of State |
| Laidlaw Environmental Services (Los Angeles), Inc. | California* <ul style="list-style-type: none"> • Secretary of State • Los Angeles County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (Minneapolis), Inc. | Minnesota* <ul style="list-style-type: none"> • Secretary of State • Dakota County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (Mt. Pleasant), Inc. | South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Tennessee* <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services (North East), Inc. | Connecticut <ul style="list-style-type: none"> • Secretary of State • New Haven County Massachusetts <ul style="list-style-type: none"> • Secretary of State • Essex County New Hampshire* <ul style="list-style-type: none"> • Secretary of State • Rockingham County New York <ul style="list-style-type: none"> • Secretary of State • Onondaga County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (Plaquemine), Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Louisiana <ul style="list-style-type: none"> • Iberville Parish South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |

*Denotes State of Incorporation

04 08 98

PATENT
REEL: 9866 FRAME: 0462

CCC FILING JURISDICTIONS
LAIDLAW ENVIRONMENTAL SERVICES, INC.

| <u>Company Name</u> | <u>Jurisdiction</u> |
|---|--|
| | <ul style="list-style-type: none"> • Secretary of State South Carolina • Secretary of State • Lexington County • Richland County • Spartanburg County |
| Laidlaw Environmental Services (Thermal Treatment). Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Louisiana <ul style="list-style-type: none"> • Grant Parish South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (Tipton), Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Missouri <ul style="list-style-type: none"> • Secretary of State • Moniteau County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (TOC), Inc. | South Carolina* <ul style="list-style-type: none"> • Secretary of State • Richland County • Spartanburg County |
| Laidlaw Environmental Services (TS), Inc. | Alabama <ul style="list-style-type: none"> • Secretary of State Delaware* <ul style="list-style-type: none"> • Secretary of State Florida <ul style="list-style-type: none"> • Secretary of State • Duval County • Pinellas County Georgia <ul style="list-style-type: none"> • Dekalb County Maryland <ul style="list-style-type: none"> • Secretary of State Missouri <ul style="list-style-type: none"> • Secretary of State • St. Louis County New Jersey <ul style="list-style-type: none"> • Secretary of State |

*Denotes State of Incorporation

UCC FILING JURISDICTIONS
LAIDLAW ENVIRONMENTAL SERVICES, INC.

| <u>Company Name</u> | <u>Jurisdiction</u> |
|--|--|
| | <ul style="list-style-type: none"> • Richland County |
| Laidlaw Environmental Services (US), Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State Massachusetts <ul style="list-style-type: none"> • Secretary of State • Essex County Oklahoma <ul style="list-style-type: none"> • Oklahoma County • Tulsa County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Texas <ul style="list-style-type: none"> • Secretary of State Utah <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services (Wichita), Inc. | Colorado <ul style="list-style-type: none"> • Denver County Kansas* <ul style="list-style-type: none"> • Secretary of State • Sedgwick County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services (WT), Inc. | Ohio* <ul style="list-style-type: none"> • Secretary of State • Franklin County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County Tennessee <ul style="list-style-type: none"> • Secretary of State |
| Laidlaw Environmental Services, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw Environmental Services of Bartow, Inc. | Florida* <ul style="list-style-type: none"> • Secretary of State • Polk County South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |

*Denotes State of Incorporation

UCC FILING JURISDICTIONS
LAIDLAW ENVIRONMENTAL SERVICES, INC.

| <u>Company Name</u> | <u>Jurisdiction</u> |
|--|--|
| | <ul style="list-style-type: none"> • Richland County • Sumter County |
| Laidlaw Environmental Services of White Castle, Inc. | Colorado* <ul style="list-style-type: none"> • Secretary of State Louisiana <ul style="list-style-type: none"> • Iberville Parish South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| LEMC, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Laidlaw OSCO Holdings, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| LES Acquisition, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| LES Holding's, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| LES, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| LES Merger, Inc. | Delaware* <ul style="list-style-type: none"> • Secretary of State South Carolina <ul style="list-style-type: none"> • Secretary of State • Richland County |
| Ninth Street Properties, Inc. | Missouri* <ul style="list-style-type: none"> • Secretary of State |

*Denotes State of Incorporation

FIXTURE FILING JURISDICTIONS

| <u>Company Name</u> | <u>Jurisdiction</u> |
|---|--|
| GSX Chemical Services of Ohio, Inc. | Cuyahoga County, OH |
| Laidlaw Chemical Services, Inc. | Essex County, MA |
| Laidlaw Environmental Services (Altair), Inc. | Colorado County, TX |
| Laidlaw Environmental Services (Aragonite), Inc. | Montgomery County, KS Dakota County, MN Tooele County, UT |
| Laidlaw Environmental Services (Baton Rouge), Inc. | East Baton Rouge Parish, LA |
| Laidlaw Environmental Services (BDT), Inc. | Erie County, NY |
| Laidlaw Environmental Services (Bridgeport), Inc. | Gloucester County, NJ |
| Laidlaw Environmental Services (Clive) | Tooele County, UT |
| Laidlaw Environmental Services (Deer Park), Inc. | Harris County, TX |
| Laidlaw Environmental Services (Deer Trail), Inc. | Adams County, CO |
| Laidlaw Environmental Services (FS), Inc. | Iberville Parish, LA Webster Parish, LA Genesee County, MI Harris County, TX Jefferson County, TX |
| Laidlaw Environmental Services (GS), Inc. | Shelby County, TN Ozaukee County, WI |
| Laidlaw Environmental Services (Imperial Valley), Inc. | Imperial County, CA |
| Laidlaw Environmental Services (Lokern), Inc. | Kern County, CA |
| Laidlaw Environmental Services (Lone and Grassy Mountain), Inc. | Tooele County, UT Major County, OK |
| Laidlaw Environmental Services (Los Angeles), Inc. | Los Angeles County, CA |
| Laidlaw Environmental Services (Mt. Pleasant), Inc. | Mauzy County, TN |
| Laidlaw Environmental Services (North East), Inc. | Essex County, MA Hartford County, CT |
| Laidlaw Environmental Services (Plaquemine), Inc. | Iberville Parish, LA |
| Laidlaw Environmental Services (Recovery), Inc. | Acadia Parish, LA |
| Laidlaw Environmental Services (Rosemount), Inc. | Dakota County, MN |
| Laidlaw Environmental Services (Sawyer), Inc. | Ward County, ND |
| Laidlaw Environmental Services (TES), Inc. | Dallas County, TX Harris County, TX |
| Laidlaw Environmental Services (Thermal Treatment), Inc. | Parish of Grant, LA |
| Laidlaw Environmental Services (TOC), Inc. | Spartanburg County, SC |
| Laidlaw Environmental Services (TS), Inc. | Pinellas County, FL Prince Georges County, MD Essex County, NJ Rockingham County, NC Montgomery County, OH Robertson County, TN Montgomery County, VA Ohio County, WV |
| Laidlaw Environmental Services (Tucker), Inc. | De Kalb County, GA |

*Denotes State of Incorporation

5/7/98

PATENT
REEL: 9866 FRAME: 0466

FIXTURE FILING JURISDICTIONS

| <u>Company Name</u> | <u>Jurisdiction</u> |
|--|--|
| | Jackson County, MO Ashtabula County, OH Summit County, OH Philadelphia County, PA Johnson County, KS |
| Laidlaw Environmental Services (Tulsa), Inc. | Tulsa County, OK |
| Laidlaw Environmental Services (WT), Inc. | Franklin County, OH Davidson County, TN |
| Laidlaw Environmental Services of Bartow, Inc. | Polk County, FL |
| Laidlaw Environmental Services of California, Inc. | Maricopa County, AZ Contra Costa County, CA Los Angeles County, CA Sacramento County, CA San Bernadino County, CA San Diego County, CA Santa Clara County, CA Washoe County, NV |
| Laidlaw Environmental Services of Chattanooga, Inc. | Hamilton County, TN |
| Laidlaw Environmental Services of Illinois, Inc. | Winnebago County, IL |
| Laidlaw Environmental Services of Nashville, Inc. | Davidson County, TN |
| Laidlaw Environmental Services of South Carolina, Inc. | Sumter County, SC |
| Laidlaw Environmental Services of White Castle, Inc. | Iberville Parish, LA |
| Laidlaw Environmental Services (San Antonio), Inc. | Bexar County, TX El Paso County, TX |
| Laidlaw Environmental Services (Wichita), Inc. | Sedgwick County, KS |

*Denotes State of Incorporation

5/7/98

PATENT
REEL: 9866 FRAME: 0467

LAIDLAW ENVIRONMENTAL SERVICES, INC.

CORPORATE ORGANIZATIONAL STRUCTURE

The following list sets forth the subsidiaries of Laidlaw Environmental Services, Inc. as of April 3, 1998. Parent subsidiary relations are indicated by indentations. Unless otherwise indicated, 100% of the voting securities of each subsidiary is owned by the indicated parent of such subsidiary.

The Chief Executive Office for each company is 1301 Gervais Street, Suite 300, Columbia, South Carolina 29201.

| | State of Incorporation |
|--|---------------------------|
| Laidlaw Environmental Services, Inc. | Delaware |
| LES, Inc. | Delaware |
| Laidlaw Environmental Services (US), Inc. | Delaware |
| Laidlaw Environmental Services (Lone and Grassy Mountain), Inc. | Oklahoma |
| Laidlaw Environmental Services (Tulsa), Inc. | Oklahoma |
| Laidlaw Environmental Services (San Antonio), Inc. | Texas |
| Laidlaw Environmental Services (Wichita), Inc. | Kansas |
| Laidlaw Environmental Services of Delaware, Inc. | Delaware |
| Laidlaw Environmental Services (Rosemount), Inc. | Minnesota |
| Laidlaw Environmental Services (Sawyer), Inc. | Oklahoma |
| Laidlaw Environmental Services (Tucker), Inc. | Georgia |
| Ninth Street Properties, Inc. | Missouri |
| Laidlaw Environmental Services (San Jose), Inc. | California |
| Chemclear, Inc. of Los Angeles | Delaware |
| USPCI, Inc. of Georgia | Delaware |
| LES Holding's, Inc. | Delaware |
| East Carbon Development Financial Partners, Inc. | Utah |
| Laidlaw Environmental Services (Imperial Valley), Inc. (50%) | California |
| Laidlaw Environmental Services (Lokern), Inc. (23%) | California |
| Laidlaw Environmental Services (North East), Inc. | New Hampshire |
| Laidlaw Environmental Services (Recovery), Inc. | Louisiana |
| Laidlaw Environmental Services (TES), Inc. | Texas |
| Corsan Trucking, Inc. (25%) | Louisiana |
| Laidlaw Environmental Services (TG), Inc. | Delaware |
| Laidlaw Environmental Services (TOC), Inc. | South Carolina |
| Laidlaw Environmental Services (TS), Inc. | Delaware |
| Laidlaw Environmental Services (Thermal Treatment), Inc. | Delaware |
| Corsan Trucking, Inc. (75%) | Louisiana |
| GSX Chemical Services of Ohio, Inc. | Ohio |
| LEMC, Inc. | Delaware |
| Laidlaw Chemical Services, Inc. | Massachusetts |

| | |
|--|----------------|
| Laidlaw Environmental Services (Altair), Inc. | Texas |
| Laidlaw Environmental Services (FS), Inc. (13%) | Delaware |
| Laidlaw Environmental Services (BDT), Inc. | New York |
| Laidlaw Environmental Services (FS), Inc. (86%) | Delaware |
| Laidlaw Environmental Services (GS), Inc. | Tennessee |
| Laidlaw Environmental Services (Clive), Inc. | Oklahoma |
| Laidlaw Environmental Services (WT), Inc. | Ohio |
| Laidlaw OSCO Holdings, Inc. | Delaware |
| Laidlaw Environmental Services of Nashville, Inc. | Tennessee |
| OSCO Treatment Systems of Mississippi, Inc. (50%) | Tennessee |
| Laidlaw Environmental Services of Bartow, Inc. | Florida |
| Laidlaw Environmental Services of California, Inc. | California |
| Laidlaw Environmental Services (Lokern), Inc. (77%) | California |
| Laidlaw Environmental Services (Imperial Valley), Inc. (50%) | California |
| Laidlaw Environmental Services of Chattanooga, Inc. | Tennessee |
| Laidlaw Environmental Services of Illinois, Inc. | Illinois |
| Laidlaw Environmental Services of South Carolina, Inc. | South Carolina |
| Laidlaw Environmental Services of White Castle, Inc. | Colorado |
| LES Merger, Inc. | Delaware |
| Laidlaw Environmental Services (Puerto Rico), Inc. | Puerto Rico |
| Laidlaw Environmental Services (Bridgeport), Inc. | Delaware |
| Laidlaw Environmental Services (Deer Park), Inc. | Delaware |
| Laidlaw Environmental Services (Baton Rouge), Inc. | Delaware |
| Laidlaw Environmental Services (Plaquemine), Inc. | Delaware |
| Laidlaw Environmental Services (Custom Transport), Inc. | Delaware |
| Laidlaw Environmental Services (Los Angeles), Inc. | California |
| Laidlaw Environmental Services (Tipton), Inc. | Delaware |
| Laidlaw Environmental Services (Gloucester), Inc. | Delaware |
| Laidlaw Environmental Services (Deer Trail), Inc. | Colorado |
| Laidlaw Environmental Services (Mt. Pleasant), Inc. | Tennessee |
| Laidlaw Environmental Services (Minneapolis), Inc. | Minnesota |
| Laidlaw Environmental Services (Aragonite), Inc. | Delaware |
| Laidlaw Environmental Services (Sussex), Inc. | Delaware |
| Laidlaw Environmental, Inc. | Delaware |

| | |
|---------------------------------|------------|
| LES Acquisition, Inc. | Delaware |
| SAFETY-KLEEN CORP. ¹ | Wisconsin |
| Curbside, Inc. (49%) | California |
| Dirt Magnet, Inc. | Colorado |
| The Midway Gas & Oil Company | Colorado |

¹ On the Merger Date Safety-Kleen Corp. will merge with LES Acquisition, Inc. with the surviving corporation being Safety-Kleen Corp.

| | |
|--|---------------|
| Safety-Kleen Canada, Inc. | Ontario |
| Environnement Services et Machineries, Inc. | Quebec |
| Elgint Corp. | Nevada |
| Ilium B.V. | Dutch |
| Safety-Kleen Espana S.A. (50%) | Spain |
| Safety-Kleen Espana S.A. (50%) | Spain |
| Membrex, Inc. (6%) | Delaware |
| Nucer, Inc. | Delaware |
| Safety-Kleen Envirosystems Company | California |
| Safety-Kleen Envirosystems Company of Puerto Rico, Inc. | Indiana |
| Petrocon, Inc. | Delaware |
| Phillips Acquisition Corp. | Delaware |
| Safety-Kleen Aviation, Inc. | Delaware |
| SK Insurance Company | Vermont |
| SK Real Estate, Inc. | Illinois |
| Safety-Kleen Belgium, S.A. | Belgium |
| Safety-Kleen Beteiligungs - GmbH | Germany |
| Safety-Kleen Grundbesitz GmbH | Germany |
| Safety-Kleen Deutschland GmbH | Germany |
| Orm-Bergold Chemie GmbH & Co. KG (50%) | German Ptmsp. |
| Orm-Chemie GmbH | Germany |
| Orm-Bergold Chemie GmbH & Co. KG (50%) | German Ptmsp. |
| Safety-Kleen (France) S.A. | French |
| Safety-Kleen International, Inc. | Delaware |
| Safety-Kleen U.K. Limited | UK |
| Safety-Kleen Ireland Limited | Ireland |
| Safety-Kleen Italia S.p.A. | Italy |
| Safety-Kleen Oil Recovery Co. | Delaware |
| Safety-Kleen Oil Services, Inc. | Delaware |
| The Solvents Recovery Service of New Jersey, Inc. | New Jersey |
| 3E Company Environmental, Ecological and Engineering (80%) | California |
| Laidlaw Environmental Services (Canada) Ltd. | Canada |
| Laidlaw Environmental Services Ltd. | Ontario |
| Laidlaw Environmental Services (B.C.) Ltd. | Canada |
| Laidlaw Environmental Services (Sarnia) Ltd. | Ontario |
| 1197296 Ontario Inc. | Ontario |
| Laidlaw Environmental Services (Quebec) Ltd. | Quebec |
| Laidlaw Environmental Services (Mercier) Ltd. | Quebec |
| Les Entreprises D'Incineration Industrielle Tricil Inc. | Quebec |
| Laidlaw Environmental Services (Ryley) Ltd. | Alberta |
| Laidlaw Environmental Services (Atlantic) Limited | Nova Scotia |
| Laidlaw Environmental Services (Guelph), Inc. | Ontario |

| 1 Name of Grantor | 2 Location of Inventory and Equipment | 3 Other Locations (Address) |
|--|---|--|
| GSX Chemical Services of Ohio, Inc. | 7415 Bessemer Avenue Cleveland, OH 44127 | 2516 Train Ave. Cleveland OH 44113 |
| Laidlaw Environmental Services (Tulsa), Inc. | 5324 W 46 th Str South Tulsa, OK 74107 | None |
| Laidlaw Environmental Services (San Antonio), Inc. | 4303 Profit Drive San Antonio, TX 78219 | 4403 Dividend Ste 101 San Antonio TX 78219 |
| Laidlaw Environmental Services (Wichita), Inc. | 2549 N New York Street Wichita, KS 67219 | 11520 Confederate Drive El Paso TX 79936 |
| Laidlaw Chemical Services, Inc. | 221 Sutton Street North Andover, MA 01845 | 4770 Forest Street, Suite E Denver, CO 80216 |
| Laidlaw Environmental Services (Altair), Inc. | P.O. Box 226 Altair, TX 77412 | 300 Canal Street Lawrence, MA 01845 |
| Laidlaw Environmental Services (Atlantic) Limited | P.O. Box 188 640 McElmon Rd Debert, Nova Scotia B0M 1G0 | None |
| Laidlaw Environmental Services (B.C.) Ltd. | 7483 Progress Way Delta, British Columbia V4G 1A3 | 10 Thornhill Drive Unit #2 Dartmouth, Nova Scotia B3B 1F1 |
| Laidlaw Environmental Services (BDT), Inc. | 4255 Research Parkway Clarence, NY 14031 | 7842 Progress Way Delta, BC V4G 1A4 9842 Milwaukee Way Prince George, BC V2J 2C2 2789 Highway 97N Kelowna, BC V1X 4J8 7783 Progress Way Delta, BC V4G 1A3 |
| | | None |

| 1 Name of Grantor | 2 Location of Inventory and Equipment | 3 Other Locations (Address) |
|---|--|--|
| Laidlaw Environmental Services (GS), Inc. | 902 South Main Street Saukville, WI 53080 | Highway #73 Port Arthur TX 77640 |
| | | 76 Cobb Street Atoka, TN 38004 |
| | | 3528 Industrial Way Fairbanks AK 99701 |
| | | 6414 South Eastern Ave. Oklahoma City, OK 73149-5134 |
| | | Contractor Trailer Yard Corner of Dean and Kilzer McClellan AFB North Highlands, CA 95652 |
| | | 3536 Fite Road Millington, TN 38053 |
| | | 11770 E. Warner Ave. Suite 226 Fountain Valley, CA 92708 |
| | | 2381 Mariner Square Dr. Suite 175, Alameda CA 94501 |
| | | 155 West 1st Avenue Anchorage AK 99501 |
| | | 2732 South 3600 West Suite H West Valley City UT 84119 |
| | | Stark Road Bldg. 6672/CHWSF Dugway, UT 84022 |
| | | 3902 Northside Dr. Suite B-5 Macon GA 31210 |
| | | 1031 Bay Blvd. Suite K Chula Vista, CA 91911 |

| 1 | 2 | 3 |
|--|--|---|
| Name of Grantor | Location of Inventory and Equipment | Other Locations (Address) |
| Laidlaw Environmental Services (Mercier) Ltd./Services Environnementaux Laidlaw (Mercier) Ltée | 1294 boul. Ste-Marguerite Ville Mercier, Quebec J6R 2L1 | 4090 Telfer Rd RR#1 Corunna, Ontario N0N 1G0 |
| | | 2128 River Road London, Ontario N6A 4C3 |
| | | 551 Avonhead Road Mississauga, Ontario L5J 4B1 |
| | | 1831 Allanport Road Thorold, Ontario L2V 3Y9 |
| | | 1829 Allanport Road Thorold, Ontario L2V 3Y9 |
| | | 5369 Maingate Drive Mississauga, Ontario L4W 1G6 |
| | | 12851 No. 5 Road Richmond, BC V7A 4E9 |
| | | 265 North Front Street Ste 502 Sarnia, Ontario N7T 7X1 |
| | | 331 Andover Park East Tukwilla, WA 98188 |
| | | 1147 Henry Avenue Winnipeg, Manitoba R3E 1V6 |
| | | 333 McPhillips Winnipeg, Manitoba R3E 2K9 |
| | | 935B Henry Avenue Winnipeg, Manitoba R3E 3L3 |
| | | None |

| I Name of Grantor | 2 Location of Inventory and Equipment | 3 Other Locations (Address) |
|---|--|---|
| Laidlaw Environmental Services of Illinois, Inc. | 6125 N. Pecatonica Rd Pecatonica, IL 61063 | 12333 Belden Court Livonia, MI 48150 |
| Laidlaw Environmental Services of Nashville, Inc. | 7140 Centennial Place Nashville, TN 37209 | 21750 Cedar Avenue Lakeville, Minnesota 55044 |
| Laidlaw Environmental Services of South Carolina, Inc. | Rte 1 Box 255 Pinewood, SC 29125 | None |
| Laidlaw Environmental Services of White Castle, Inc. | 52735 Clark Road White Castle, LA 70788 | None |
| Laidlaw Environmental Services (Puerto Rico), Inc. | 401 Ponce de Leon Avenue San Juan, PR 00906-6561 | None |
| Laidlaw Environmental Services (Quebec) Ltd./ Services Environnementaux Laidlaw (Quebec) Ltee | 7305 boul. Marie Victorin Bureau 200 Brossard, Quebec J4W 1A6 | 6785 Route 132 Ste. Catherine, Quebec J0L 1E0 |
| Laidlaw Environmental Services (Recovery), Inc. | 2029 Bayou Plaquemine Rd Rayne, LA 70578 | 400 rue Gallipeau, Rang 5 Thurso, Quebec J0X 3B0 |
| Laidlaw Environmental Services (Ryley), Inc. | PO Box 390, 1 mile north of Hwy 14 on SR-854 Ryley, Alberta T0B 4A0 | None |
| Laidlaw Environmental Services (TES), Inc. | 500 Battleground Rd LaPorte, TX 77571 | 8004 Chancellor Row Dallas, TX 75247 |
| Laidlaw Environmental Services (TG), Inc. | 350 Railroad Street Roebuck, SC 29376 | 13351 Scenic Highway Baton Rouge, LA 70807 Route 1, Box 256 Pinewood, SC 29376 |

| 1 Name of Grantor | 2 Location of Inventory and Equipment | 3 Other Locations (Address) |
|--|--|---|
| Laidlaw Environmental Services (WT), Inc. | 3670 Lacon Road Hilliard, OH 43026-1221 | 5150 West 12th Street Jacksonville, FL 32254 |
| Laidlaw Environmental Services (Rosemount), Inc. | 13425 Courthouse Blvd. Rosemount, MN 55068 | Dutton's Mill Business Park 385 Turner Way Aston, PA 19014 |
| Laidlaw Environmental Services (Sawyer), Inc. | PO Box 1568 Sawyer, ND 58781 | 99 Murray Hill Parkway East Rutherford, NJ 07073 |
| Laidlaw Environmental Services (Guelph), Inc. | 520 Southgate Drive Guelph, Ontario N1G 4P5 | Route 1, Box 137 Valley Grove, WV 26060 |
| Laidlaw Environmental Services (Tucker), Inc. | 806 Genessee Kansas City, MO 64101 | 1640 Antioch Pike Antioch, TN 37013-2799 |
| | | None |
| | | None |
| | | 145 Henderson Drive Regina, Saskatchewan S4N 5W4 |
| | | 4105 Whitaker Ave. Philadelphia, PA 19124 |
| | | 1302 West 38th Street & 1312 West 38th Street Ashtabula, OH 44004 |
| | | 1875 Forge Street Tucker, GA 30084 |
| | | 4720-B Stone Drive Tucker, GA 30084 |
| | | 1672 E. Highland Rd |

| 1 Name of Grantor | 2 Location of Inventory and Equipment | 3 Other Locations (Address) |
|--|---|---|
| Laidlaw Environmental Services (Baton Rouge), Inc. | 13351 Scenic Highway Baton Rouge, LA 70807 | None |
| Laidlaw Environmental Services (Plaquemine), Inc. | 32655 Gracie Lane Plaquemine, LA 70764 | None |
| Laidlaw Environmental Services (Los Angeles), Inc. | 5756 Alba Street Los Angeles, CA 90058 | 1820 48 th Place Los Angeles, CA 90058 |
| Laidlaw Environmental Services (Tipton), Inc. | 1 mile East Hwy 50 Box 849 Tipton, MO 65081 | None |
| Laidlaw Environmental Services (Deer Trail), Inc. | 10855 East Highway 36 Deer Trail, CO 80105 | None |
| Laidlaw Environmental Services (Mt. Pleasant), Inc. | 101 South Park Drive Mt. Pleasant, TN 38474 | None |
| Laidlaw Environmental Services (Aragonite), Inc. | 11600 North Apts Road Aragonite, UT 84029 | Hwy 169 North Coffeyville Industrial Park Coffeyville, KS 67337 |
| Laidlaw Environmental Services (Minneapolis), Inc. | 21750 Cedar Ave. South Lakeville, MN 55044 | None |
| Laidlaw Environmental Services (Bridgeport), Inc. | Route 322 & I-295 Bridgeport, NJ 08014 | None |
| Laidlaw Environmental, Inc. | 3985 Research Park Drive Ann Arbor, MI 48108 | 3965 Research Park Drive Ann Arbor, MI 48108 |
| Laidlaw Environmental Services (Gloucester County), Inc. | Route 322 & I-295 Bridgeport, NJ 08014 | 2027 Battleground Road Deer Park, TX 88537 |
| | | 13351 Scenic Highway Baton Rouge, LA 70807-1021 |

PATENT

REEL: 9866 FRAME: 0476

PATENTS, COPYRIGHTS & TRADEMARKS

| NUMBER | COUNTRY | ISSUED | TITLE | ASSIGNEE | MANAGED BY | CURR REG EXP | NEXT MAINTENANCE | NOTES |
|--------|---------|-------------|--|----------------------|------------------------|--------------|---|---|
| | | | * = Abandoned | | | | | |
| | Canada | applied for | "ENCORE" Trademark | Laidlaw Inc | | | | |
| | US | | "Accrptk" Service Mark | USPCI? | | | | |
| | US | | "HRI" Service Marks | USPCI? | | | | |
| | US | | "MUST" Service Mark | USPCI? | | | | |
| | US | | "SAFEWASTE" Service Mark | USPCI? | | | | |
| | US | | "TRAUSCORE" Service Mark | USPCI? | | | | |
| | US | | "PPM" Trademark | USPCI? | | | | |
| | US | | "The Generator's Journal" Trademark | USPCI? | | | | |
| | US | | "Trans End" Copyright | PPM, Inc of Georgia | | | | |
| | EPO | 6/24/92 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | 1/10/99 | File 10 Year Renewal B4 Expiration Date | related to US #4,983,222 |
| | US | 01/10/89 | "RES" and Design Trademark/Service Mark | RES-I | Inhouse | 10/17/99 | File 10 Year Renewal B4 Expiration Date | Has 20 year license - uncontestable |
| | US | 12/18/90 | "APTIUS" Trademark/Service Mark | Aptus, Inc | Inhouse | | | |
| | US | 7/14/92 | "Trank End" Service Mark | PPM, Inc of Georgia? | | | | |
| | US | 05/16/95 | "TES" Service Mark | TES? | | 7/14/02 | File affidavit of use betw 7/14/98 - 99 | |
| | US | 08/01/95 | "Earth Academy" Name Trademark/Service Mark | LES-I | Inhouse | 5/16/05 | File Use Affidavit betw 5/16/00 - 2001 | |
| | US | 04/15/97 | "Rollins Environmental Services" Trademark/Service Mark | RES-I | Inhouse | 8/16/05 | File Use Affidavit betw 8/1/00 - 2001 | |
| | US | 05/14/92 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | 4/15/07 | File Use Affidavit betw 4/16/02 - 2003 | |
| | Canada | 07/03/96 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | | | related to US #4,983,222 |
| | Japan | | Road Base Stabilization Method Using Lime Kiln Dust | | | | | related to US #4,983,222 |
| | US | 04/07/84 | Process and Structure for Storing and Isolating Hazardous | RES-I | Finnegan, Henderson | 8/7/01 | 17 Year Expiration B/01 | |
| | US | 4/30/292 | Treatment of Acidic Organic and Alkaline Inorganic Wastes | | | | | |
| | US | 4/03/928 | Method and Apparatus for Neutralizing Reactive Materials Sur | BD-I? | | | | |
| | US | 4/913,165 | Improved Sludge Stabilizing Method and Apparatus | U.S. Pat Contr | Biebel & French | Jan 98 | DROPPED 10/31/97 per Dschwing | -- no longer needed |
| | US | 4,983,222 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | | | see related EPO, Canada & Japanese patents |
| | US | 5,008,266 | Method for In Situ Contaminant Extraction From Soil | Solvent Services | Inhouse | | | Note: See Dieler litigation file |
| | US | 5,040,900 | Sludge Stabilizing Method and Apparatus | RES (TX) | Thompson, Hine & Flory | 2/20/99 | Pay 7-1/2 Yr Maintenance Fee 4/98 | also see 2,063,387 5 Canada |
| | US | 5,040,973 | Rotary Reactor and Lifter Assembly | RES (TX) | Thompson, Hine & Flory | 2/28/97 | Pay 7-1/2 Yr Maintenance Fee 8/97 | also see 2,062,818 9 Canada |
| | US | 5,091,157 | Recycle Conduit Insulation Assembly | Municipal Servic | Biebel & French | 9/2/00 | Pay 7-1/2 Yr Maintenance Fee 9/00 | |
| | US | 5,190,406 | Cationic Treatment Landfill | RES-I | Inhouse | 1/20/01 | Pay 7-1/2 Yr Maintenance Fee 7/00 | |
| | US | 5,196,670 | Fraction and Utilization of Ash Residue from the Incineration | Aptus, Inc | Inhouse | 2/24/01 | Pay 7-1/2 Yr Maintenance Fee 8/00 | also see 2,071,139-6 Canada & 4,244,310 Japan |
| | US | 5,228,398 | Kin Control for Incinerating Waste | Aptus, Inc | Inhouse | 5/23/01 | Pay 7-1/2 Yr Maintenance Fee 11/00* | |
| | US | 5,238,401 | Slagging Rotary Kiln | RES-I | Inhouse | 10/12/01 | Pay 7-1/2 Yr Maintenance Fee 4/01 | |
| | US | 5,264,078 | Apparatus and Method for Spray Drying Solids Laden High | RES-I | Inhouse | 5/23/01 | Pay 7-1/2 Yr Maintenance Fee 11/00* | |
| | US | 5,301,621 | Slag Viscosity Control by Image Analysis of Dripping Slag w/ | RES-I | Inhouse | 4/11/02 | Pay 7-1/2 Yr Maintenance Fee 10/01 | |
| | US | 5,353,122 | Preventive Slag Viscosity Control by Deflection of Alkali Meta | RES-I | Inhouse | 5/17/98 | Pay 3-1/2 Yr Maintenance Fee 11/97 | |
| | US | 5,360,511 | Apparatus and Method for Spray Drying Solids Laden High | Aptus, Inc | Inhouse | 8/14/98 | Pay 3-1/2 Yr Maintenance Fee 2/98 | |
| | US | 5,388,931 | Cutoff Wall System to Isolate Contaminated Soil | RF SI | Inhouse | 12/27/98 | Pay 3-1/2 Yr Maintenance Fee 0/98 | |
| | US | 5,427,037 | Methods and Apparatus Using Relative Power Factor to Incl | RES-I | Inhouse | 8/27/00 | Pay 3-1/2 Yr Maintenance Fee 2/00 | |
| | US | 5,549,472 | Control of Protective Layer Thickness in Kilns by Utilizing Tw | RES-I | Inhouse | 10/22/00 | Pay 3-1/2 Yr Maintenance Fee 4/00 | |
| | US | 5,569,626 | Incineration Kiln Devices and Methods of Protecting the Sa | RES-I | Inhouse | | | |
| | EPO | 06/25/84 | Installation and Method for Containing Hazardous Waste | RES-I | Finnegan, Henderson | 6/25/04 | Pay Annual Renewal Fr/G/UK 6-25-99 | (98 paid 2/98 \$2,075) |
| | Japan | 6/20/92 | Fixation and Utilization of Ash Residue from the Incineration | LES (Sawyer) | Biebel & French | 8/20/99 | Request Examination by 4/98 | related to US #5,196,620 |
| | Canada | 01/27/93 | Recycle Conduit Insulation Assembly | RES (TX) | Thompson, Hine & Flory | 4/28/98 | Request Examination by 4/98 | filed in related to US# 5,091,157 |
| | Canada | 1/22/93 | Rotary Reactor and Lifter Assembly | RES (TX) | Thompson, Hine & Flory | 4/28/98 | Request Examination by 4/98 | filed in related to US# 5,040,973 |
| | Canada | 6/12/92 | Fraction and Utilization of Ash Residue from the Incineration | LES (Sawyer) | Biebel & French | 6/20/99 | Pay An Tax 6/98, Request Exam 6/99 | related to US #5,196,620 |

Note: "RES-I" Servicemark Application abandoned
 TM was previously registered & application was contested

CONTRACTS

Stock Purchase Agreement, dated February 6, 1997, among Rollins Environmental Services, Inc., Laidlaw Inc. and Laidlaw Transportation, Inc.

Agreement and Plan of Merger, dated as of March 16, 1998, among Laidlaw Environmental Services, Inc., LES Acquisition Inc. and Safety-Kleen Corp.

EXISTING LIENS

1. The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County has a lien on all machinery, equipment, furniture and similar property of Laidlaw Environmental Services of Nashville, Inc., by agreement dated May 1, 1993.
2. Various liens on vehicles and office equipment (computers, printers, servers, photocopiers, etc.) from various leasing companies for operating leases.

ASSUMPTION AGREEMENT, dated as of _____, _____, made by _____, a _____ corporation (the "Additional Grantor"), in favor of TORONTO DOMINION (TEXAS) INC., as general administrative agent (in such capacity, the "General Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, LES, Inc. (the "Company"), Laidlaw Environmental Services (Canada) Ltd. (the "Canadian Borrower"; together with the Company, the "Borrowers"), the Lenders, the General Administrative Agent, The Toronto-Dominion Bank, as Canadian Administrative Agent, and certain other Agents named therein have entered into a Amended and Restated Credit Agreement, dated as of April 3, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Company and certain of its Affiliates (other than the Additional Grantor) have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of April 3, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the General Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules _____** to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in

** Refer to each Schedule which needs to be supplemented.

Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

ACKNOWLEDGEMENT AND CONSENT

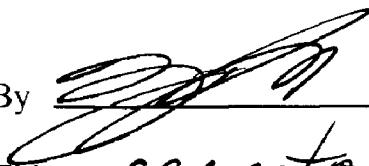
The undersigned hereby acknowledges receipt of a copy of the Amended and Restated Guarantee and Collateral Agreement dated as of April 3, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of Toronto Dominion (Texas), Inc., as General Administrative Agent. The undersigned agrees for the benefit of the General Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the General Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.
3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

LIDLAW ENVIRONMENTAL SERVICES
(CANADA), INC.

By

Title



secretary

Address for Notices:

1301 Gervais Street, Suite 300
Columbia, South Carolina 29201
Attention: Paul Humphreys

Fax: 803-933-4346

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Amended and Restated Guarantee and Collateral Agreement dated as of April 3, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of Toronto Dominion (Texas), Inc., as General Administrative Agent. The undersigned agrees for the benefit of the General Administrative Agent and the Lenders as follows:

1. The undersigned will notify the General Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.

ViroGroup, Inc.

By:

Title:

William S. Siskel
VP & CFO

Address for Notices:

5217 Linbar Drive, Suite 309
Nashville, Tennessee 37211
Fax: 615-832-2549

PATENTS, COPYRIGHTS & TRADEMARKS

| NUMBER | COUNTRY | ISSUED | TITLE | ASSIGNEE | MANAGED BY | CURR REG EXP | NEXT MAINTENANCE | NOTES |
|-------------|---------|-------------|---|----------------------|------------------------|--------------|---|--|
| 491,054 | Canada | Applied for | "ENCORE" Trademark | Ladlaw Inc | | | | |
| 1,520,147 | US | 01/10/89 | "Accupak" Service Mark | USPCI? | | | | |
| 1,561,373 | US | 10/17/89 | "HRI" Service Marks | USPCI? | | | | |
| 1,628,656 | US | 12/18/90 | "MUST" Service Mark | USPCI? | | | | |
| 1,700,864 | US | 05/16/95 | "SAFEWASTE" Service Mark | USPCI? | | | | |
| 1,894,484 | US | 09/01/95 | "TRANSFORMER" Service Mark | USPCI? | | | | |
| 1,968,234 | US | 04/15/97 | "TRANSCORE" Service Mark | USPCI? | | | | |
| 2,052,342 | US | 06/14/92 | "The Generator's Journal" Trademark | USPCI? | | | | |
| 2,092,741 | US | 07/03/96 | "Trians End" Copyright | USPCI? | | | | |
| 4,373,958 | EPO | 6/24/92 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | | | related to US #4,983,222 |
| 4,464,091 | US | 01/10/89 | "RES" and Design Trademark/Service Mark | RESI | | 1/10/09 | File 10 Year Renewal B4 Expiration Date | Has 20 year license - uncontested |
| 4,530,252 | US | 10/17/89 | "APTUS" Trademark/Service Mark | Aplus, Inc | | 10/17/99 | File 10 Year Renewal B4 Expiration Date | |
| 4,637,978 | US | 12/18/90 | "Trians End" Service Mark | PPM, Inc of Georgia? | | | | |
| 4,933,165 | US | 7/14/02 | "TES" Service Mark | TES? | | 7/14/02 | File Affidavit of use betw 7/14/98 - 99 | |
| 4,983,272 | US | 05/16/95 | "Earth Academy" Name Trademark/Service Mark | LESI | | 5/16/05 | File Use Affidavit betw 5/16/00 - 2001 | |
| 5,009,266 | US | 09/01/95 | "Earth Academy" Logo Trademark/Service Mark | LESI | | 8/16/05 | File Use Affidavit betw 8/1/00 - 2001 | |
| 5,040,900 | US | 04/15/97 | "Rollins Environmental Services" Trademark/Service Mark | RESI | | 4/15/07 | File Use Affidavit betw 4/16/02 - 2003 | |
| 5,040,973 | Canada | 05/14/92 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | | | related to US #4,983,222 |
| 5,091,157 | Canada | 07/03/96 | Improvements in Vapor Solvent Decontam PCB Transformer C | PPM, Inc of Georgia | | | | related to US #4,983,222 |
| 5,190,406 | Japan | 06/20/91 | Road Base Stabilization Method Using Lime Kin Dust | RESI | Finnegan, Henderson | 8/7/01 | | 17 Year Expiration 8/01 |
| 5,196,620 | US | 08/07/84 | Process and Structure for Storing and Isolating Hazardous | RESI | | | | |
| 5,228,398 | US | 08/07/84 | Treatment of Acidic Organic and Alkaline Inorganic Wastes | BDT? | | | | |
| 5,238,401 | US | 7/24/90 | Method and Apparatus for Neutralizing Reactive Materials Suc | U.S. Poll Contr | Biebel & French | Jan 98 | DROPPED 10/31/97 per Dschweg | -- no longer needed |
| 5,264,078 | US | 4/23/91 | Improved Sludge Stabilizing Method and Apparatus | Solvent Services | Biebel & French | 2/20/99 | Pay 7-1/2 Yr Maintenance Fee 4/98 (prov | see related EPO, Canada & Japanese patents |
| 5,301,621 | US | 8/20/91 | Method for In Situ Contaminant Extraction From Soil | U.S. Poll Contr | Biebel & French | 2/20/99 | Pay 7-1/2 Yr Maintenance Fee 2/99 | |
| 5,353,722 | US | 8/20/91 | Sludge Stabilizing Method and Apparatus | RES (TX) | Thompson, Hine & Flory | 2/20/99 | Pay 7-1/2 Yr Maintenance Fee 8/98 | also see 2,063,387 5 Canada |
| 5,369,511 | US | 3/2/93 | Rotary Reactor and Litter Assembly | RES (TX) | Thompson, Hine & Flory | 9/2/00 | Pay 7-1/2 Yr Maintenance Fee 8/97 | also see 2,062,818 9 Canada |
| 5,398,931 | US | 06/20/91 | Recycle Conduit Insulation Assembly | Municipal Servic | Biebel & French | 9/23/00 | Pay 7-1/2 Yr Maintenance Fee 9/00 | |
| 5,427,037 | US | 6/13/91 | Exhalation and Utilization of Ash Residue from the Incineration | RESI | Biebel & French | 1/20/01 | Pay 7-1/2 Yr Maintenance Fee 7/00 | also see 2,071,139 6 Canada & 4 244310 Japan |
| 5,449,472 | US | 07/20/93 | Kiln Control for Incinerating Waste | Aplus, Inc | Inhouse | 2/24/01 | Pay 7-1/2 Yr Maintenance Fee 8/00 | |
| 5,506,626 | US | 11/23/93 | Apparatus and Method for Spray Drying Solids Laden High | Aplus, Inc | Inhouse | 5/23/01 | Pay 7-1/2 Yr Maintenance Fee 11/00* | |
| | | 04/12/94 | Slag Viscosity Control by Inge Analysis of Dripping Slag w/ | RESI | Inhouse | 10/12/01 | Pay 7-1/2 Yr Maintenance Fee 4/01 | |
| | | 10/11/94 | Preventive Slag Viscosity Control by Detection of Alkali Meta | RESI | Inhouse | 4/11/02 | Pay 7-1/2 Yr Maintenance Fee 10/01 | |
| | | 11/01/94 | Apparatus and Method for Spray Drying Solids-Laden High | RESI | Inhouse | 5/1/98 | Pay 3-1/2 Yr Maintenance Fee 11/97 | |
| | | 02/14/95 | Cutoff Wall System to Isolate Contaminated Soil | RESI | Inhouse | 8/14/98 | Pay 3-1/2 Yr Maintenance Fee 2/98 | |
| | | 06/27/95 | Methods and Apparatus Using Relative Power Factor in Incl | RESI | Inhouse | 12/27/98 | Pay 3 1/2 Yr Maintenance Fee 6/98 | |
| | | 09/27/96 | Control of Protective Layer Thickness in Kilns by Utilizing Tw | RESI | Inhouse | 8/27/00 | Pay 3 1/2 Yr Maintenance Fee 2/00 | |
| | | 10/22/96 | Incineration Kiln Devices and Methods of Protecting the Sa | RESI | Inhouse | 10/22/00 | Pay 3 1/2 Yr Maintenance Fee 4/00 | |
| | | 06/25/94 | Installation and Method for Containing Hazardous Waste | RESI | Finnegan, Henderson | 6/25/04 | Pay Annual Renewal FtrGr/UK 6-25-99 | (98 paid 2/98 \$2,075) |
| 4,244,310 | EPO | 8/20/92 | Exhalation and Utilization of Ash Residue from the Incineration | RES (Sawyer) | Biebel & French | 8/20/99 | Request Examination by 4/98 | related to US #5,196,620 |
| 2,062,818 9 | Canada | 01/22/93 | Recycle Conduit Insulation Assembly | RES (TX) | Thompson, Hine & Flory | 4/28/98 | Request Examination by 4/98 | filed subrelated to US# 5,091,157 |
| 2,063,387 5 | Canada | 1/22/93 | Rotary Reactor and Litter Assembly | RES (TX) | Thompson, Hine & Flory | 4/28/98 | Request Examination by 4/98 | filed subrelated to US# 5,040,973 |
| 2,071,139 6 | Canada | 6/12/92 | Exhalation and Utilization of Ash Residue from the Incineration | RES (Sawyer) | Biebel & French | 6/20/99 | Pay An. Tax 6/98, Request Exam 6/99 | related to US #5,196,620 |

Note "INSIST" Servicemark Application abandoned
 TM was previously registered & application was contested

U.S. PATENTS PATENT REEL: 9866 FRAME: 0484



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

NOVEMBER 18, 1998

PTAS

SIMPSON THACHER & BARTLETT
LORI E. LESSER, ESQ.
425 LEXINGTON AVENUE
NEW YORK, NY 10017



100763015A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 100763015

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE CHART WITH PATENT NO. LISTED, THE PRINT IS TOO SMALL TO READ OR MICROFILM.
2. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$280 .

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

**PATENT
REEL: 9866 FRAME: 0485**

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER
(212) 455-3054

E-MAIL ADDRESS
a_bessey@stblaw.com

EXPRESS MAIL

December 1, 1998

Re: Notice of Non-Recordation of Document 100763015A

Tonya Lee, Examiner
U.S. Patent and Trademark Office
Assignment Division, Box Assignments, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, DC 20231

Dear Ms. Lee:

Enclosed for recordation please find a Security Agreement in favor of Toronto Dominion (Texas), Inc., as General Administrative Agent, covering 22 U.S. patents and patent applications.

Per your letter of November 18, 1998, I enclose a larger-print list of the patents to be recorded. Please note that only these 22 patents should be recorded and that the filing fee of \$880 has already been submitted. I hope the appropriate filing may now be executed.

Please feel free to contact me at the above address if you have any further questions. Thank you for your consideration.

Respectfully submitted,

Anastasia E. Bessey

Anastasia E. Bessey
Legal Assistant

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS

LOS ANGELES

PATENT
REEL: 9866 FRAME: 0486



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 22, 1999

PTAS

SIMPSON THACHER & BARTLETT
LORI E. LESSER, ESQ.
425 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017



100915387A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100915387

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE DOCUMENT SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD THE DOCUMENT IN THE ASSIGNMENT DIVISION, THE DOCUMENT AND THE COVER SHEET MUST BE COMPLETED ON ONE SIDE ONLY.

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 04/05/1999

PATENT
REEL: 9866 FRAME: 0487