

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	SECURITY AGREEMENT
------------------------------	--------------------

CONVEYING PARTY DATA	
Name	Execution Date
Safety-Kleen Systems, Inc.	08/31/2007

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, National Association
Street Address:	2200 Ross Ave., Third Fl.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7128075
Application Number:	29227145
Application Number:	29227144
Application Number:	11556087
Application Number:	11766643
Application Number:	11681652
Application Number:	29281387
Application Number:	29281444
Application Number:	11767299

CORRESPONDENCE DATA	
Fax Number:	(214)880-0011
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-955-1808
Email:	npace-kifer@hunton.com
Correspondent Name:	Thomas E. Anderson
Address Line 1:	1601 Bryan St., 30th Fl.

CH \$360.00 7128075

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

64226.001146

NAME OF SUBMITTER:

Thomas E. Anderson

Total Attachments: 4

source=safety-kleen patent security agreement#page1.tif

source=safety-kleen patent security agreement#page2.tif

source=safety-kleen patent security agreement#page3.tif

source=safety-kleen patent security agreement#page4.tif

PATENT SECURITY AGREEMENT

WHEREAS, SAFETY-KLEEN SYSTEMS, INC. ("Grantor"), owns the Patents and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Safety-Kleen HoldCo., Inc., the lenders party thereto, and JPMorgan Chase Bank, National Association, as administrative agent ("Secured Party") have entered into that certain Credit Agreement dated August 3, 2006, providing for extensions of credit to be made to Grantor by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated August 3, 2006 (as the same may be amended and in effect from time to time, the "Security Agreement"), among Grantor, Safety-Kleen HoldCo., Inc., certain Subsidiaries of Safety-Kleen HoldCo., Inc. and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent applications and Patent Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;
- (2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto, other than off the shelf software licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent applications referred to in Schedule 1 annexed hereto and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of August, 2007.

Acknowledged:

GRANTOR:

SAFETY-KLEEN SYSTEMS, INC.

By: 
Name: PAUL H. LEE
Title: VICE PRESIDENT, TREASURER

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as administrative agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of August, 2007.

Acknowledged:

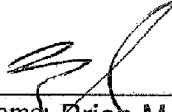
GRANTOR:

SAFETY-KLEEN SYSTEMS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as administrative agent

By:  _____
Name: Brian McDougal
Title: Vice President
JPMorgan Chase Bank, N.A.

Schedule 1
to
Patent Security Agreement

Owner of Record	Country of Origin	Patent Identification	Application or Serial No.	Patent No.	Issue Date or File Date (if known)	Expiration Date
Safety-Kleen Systems, Inc.	USA	Parts Washing Apparatus	10/725,838	7,128,075	October 31, 2006	
Safety-Kleen Systems, Inc.	USA	Separator Cover	29/227,145	D530,351	October 17, 2006	
Safety-Kleen Systems, Inc.	USA	Skimmer Assembly	29/227,144	D535,720	January 23, 2007	
Safety-Kleen Systems, Inc.	USA	Parts Washer Heater Pump Module	11/556,087		November 2, 2006	
Safety-Kleen Systems, Inc.	USA	Multi-Purpose Aqueous Parts Washer	11/766,643		June 21, 2007	
Safety-Kleen Systems, Inc.	USA	Multi-Purpose Parts Washer	11/681,652		March 2, 2007	
Safety-Kleen Systems, Inc.	USA	Aqueous Parts Cleaner	29/281,387		June 21, 2007	
Safety-Kleen Systems, Inc.	USA	Parts Washer	29/281,444		June 22, 2007	
Safety-Kleen Systems, Inc.	USA	Movable Sink Parts Washer	11/767,299		June 22, 2007	

PATENT LICENSES	
Name of Agreement	Date of Agreement
NONE.	Patent