

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Safety-Kleen Systems, Inc.	04/14/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, National Association
Street Address:	2200 Ross Avenue
Internal Address:	Third Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	12698713
Application Number:	12698725
Application Number:	12698739
Application Number:	12698756
Application Number:	12698762
Application Number:	12698771
Application Number:	12698787
Application Number:	29346548
Application Number:	29355099
CORRESPONDENCE DATA	
Fax Number:	(804)344-7999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	804-788-8523
Email:	HWRITM@hunton.com
Correspondent Name:	Edward T. White - Hunton & Williams LLP

CH \$360.00 12698713

501147475

PATENT
REEL: 024230 FRAME: 0498

Address Line 1:	951 East Byrd Street
Address Line 2:	Riverfront Plaza - East Tower
Address Line 4:	Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.001146
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NAME OF SUBMITTER:	Edward T. White
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Total Attachments: 4
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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.

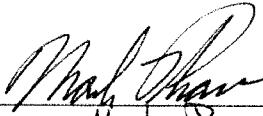
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14 day of April, 2010.

Acknowledged:

GRANTOR:

SAFETY-KLEEN SYSTEMS, INC.

By:


Name: Mark Pharris
Title: Vice President

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 14 day of April, 2010.

Acknowledged:

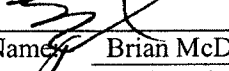
GRANTOR:

SAFETY-KLEEN SYSTEMS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as administrative agent

By:  _____
Name: Brian McDougal
Title: Senior Vice President

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	Reservoir Module for a Recycler Assembly	12/698,713		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Reservoir Module for a Recycler Assembly	12/698,725		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Parts Washer with Recycler Assembly	12/698,739		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Recycler Assembly	12/698,756		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Odor Mitigation in a Recycler Assembly	12/698,762		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Method of Operation for a Recycler Assembly	12/698,771		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Method of Service for a Recycler Assembly	12/698,787		February 2, 2010	
Safety-Kleen Systems, Inc.	USA	Multi-Purpose Parts Washer with Stainless Steel Plate	29/346,548		November 2, 2009	
Safety-Kleen Systems, Inc.	USA	Solvent Recycler	29/355,099		February 2, 2010	

PATENT LICENSES		
Name of Agreement	Patent	Date of Agreement
NONE.		