

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4487369

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
CLEAN HARBORS INDUSTRIAL SERVICES, INC.	06/30/2017
CLEAN HARBORS SAN LEON, INC.	06/30/2017
SAFETY-KLEEN SYSTEMS, INC.	06/30/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDMAN SACHS LENDING PARTNERS LLC, AS AGENT
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282

**PROPERTY NUMBERS Total: 39**

Property Type	Number
Patent Number:	5607513
Patent Number:	5698042
Patent Number:	5924158
Patent Number:	5996158
Patent Number:	6010575
Patent Number:	6500271
Patent Number:	5431545
Patent Number:	5776881
Patent Number:	6322694
Patent Number:	6391198
Patent Number:	6874512
Patent Number:	6878046
Patent Number:	7875127
Patent Number:	7128075
Patent Number:	D575911
Patent Number:	7368054
Patent Number:	D530351
Patent Number:	D535720

PATENT

Property Type	Number
Patent Number:	7040161
Patent Number:	7740711
Patent Number:	8220471
Patent Number:	D562506
Patent Number:	8225804
Patent Number:	D600564
Patent Number:	5932529
Patent Number:	D619311
Patent Number:	8470137
Patent Number:	D620511
Patent Number:	8470136
Patent Number:	8381767
Patent Number:	8506761
Patent Number:	8425732
Patent Number:	8470138
Patent Number:	8016946
Patent Number:	5445038
Patent Number:	6638396
Patent Number:	7022293
Patent Number:	7861732
Application Number:	15354026

#### CORRESPONDENCE DATA

**Fax Number:** (800)914-4240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** MICHAEL VIOLET

**Address Line 1:** 4400 EASTON COMMONS WAY

**Address Line 2:** SUITE 125

**Address Line 4:** COLUMBUS, OHIO 43219

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	06/30/2017

#### Total Attachments: 7

source=12. Clean Harbors - Patent Security Agreement#page1.tif

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RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Clean Harbors Industrial Services, Inc.  
Clean Harbors San Leon, Inc.  
Safety-Kleen Systems, Inc.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 30, 2017

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Goldman Sachs Lending Partners LLC, as Agent

Internal Address: \_\_\_\_\_

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved:** 39

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

June 30, 2017  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of June 30, 2017 is made by Clean Harbors Industrial Services, Inc. a Delaware corporation, located at 802 Seaco Court, Deer Park, TX 77536, Clean Harbors San Leon, Inc., a Massachusetts corporation, located at 2700 Avenue S., San Leon, TX 77539 and Safety-Kleen Systems, Inc., a Wisconsin corporation, located at 2600 North Central Expressway, Suite 200, Richardson, TX 75080 (each a “Grantor” and together, the “Grantors”), in favor of Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (the “Agent”) under that certain Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Clean Harbors, Inc., a Massachusetts corporation (the “Borrower”), the lenders from time to time party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Term Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrower have executed and delivered that certain Security Agreement (as amended, restated, supplemented or modified from time to time, the “Security Agreement”) dated as of June 30, 2017, in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Agent for the benefit of the Secured Parties, a security interest in all of such Grantor’s Intellectual Property, including the Patents; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon and during occurrence of an Event of Default, all of such Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grants of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without giving effect to principles of conflicts of laws other than Section 5-1401 and Section 5-1402 of the General Obligations Laws of the State of New York).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CLEAN HARBORS INDUSTRIAL SERVICES, INC.  
CLEAN HARBORS SAN LEON, INC.  
SAFETY-KLEEN SYSTEMS, INC.**

By: M. L. Battles  
Name: Michael L. Battles  
Title: Executive Vice President

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Agent

By: 

Name:

Title:

Thomas M. Manning  
Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT  
REEL: 043070 FRAME: 0616

## **SCHEDULE A**

### **U.S. Patent Registrations and Applications**

#### **UNITED STATES PATENTS:**

##### Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Clean Harbors Industrial Services, Inc.	5607513 (Expired)	ALTERNATING TIP RUN PROCESS FOR PIPE CLEANING
Clean Harbors Industrial Services, Inc.	5698042 (Expired)	METHOD OF CLEANING FURNACE HEADERS
Clean Harbors Industrial Services, Inc.	5924158 (Expired)	PIPELINE PIG
Clean Harbors Industrial Services, Inc.	5996158 (Expired)	CLEANING MODULE AND NOVEL CLEANING STUDS
Clean Harbors Industrial Services, Inc.	6010575 (Expired)	MULTIPLE TIP CLEANING PROCESS FOR PIPES
Clean Harbors Industrial Services, Inc.	6500271 (Expired)	PIPELINE PIG
Clean Harbors Industrial Services, Inc.	5431545 (Expired)	PUMPER SYSTEM FOR IN-SITU PIGGING APPLICATIONS
Safety-Kleen Systems, Inc.	5776881 (Expired)	ENHANCED SOLVENT COMPOSITION
Safety-Kleen Systems, Inc.	6322694	MACHINE COOLANT MANAGEMENT SYSTEM
Safety-Kleen Systems, Inc.	6391198	Improved Method and Apparatus for Sludge and Oil Separation From Aqueous Solutions/Emulsions
Safety-Kleen Systems, Inc.	6874512	Parts Washer With Improved Temperature and Pump Control
Safety-Kleen Systems, Inc.	6878046	Cleaning Apparatus
Safety-Kleen Systems, Inc.	7875127	Movable Sink Parts Washer
Safety-Kleen Systems, Inc.	7128075	Parts Washing Apparatus
Safety-Kleen Systems, Inc.	D575911	Parts Washer
Safety-Kleen Systems, Inc.	7368054	Apparatus to Separate Oil and Debris From An Aqueous Fluid
Safety-Kleen Systems, Inc.	D530351	Separator Cover
Safety-Kleen Systems, Inc.	D535720	Skimmer Assembly
Safety-Kleen Systems, Inc.	7040161	Parts Washer With Improved Temperature and Pump Control
Safety-Kleen Systems, Inc.	7740711	Parts Washer Heater Pump Module
Safety-Kleen Systems, Inc.	8220471	Multipurpose Aqueous Parts Washer
Safety-Kleen Systems, Inc.	D562506	Aqueous Parts Cleaner

Inc.		
Safety-Kleen Systems, Inc.	8225804	Multipurpose Aqueous Parts Washer
Safety-Kleen Systems, Inc.	D600564	Bottle
Safety-Kleen Systems, Inc.	5932529	Windshield Washer Fluids
Safety-Kleen Systems, Inc.	D619311	Multipurpose Parts Washer With Stainless Steel Plate
Safety-Kleen Systems, Inc.	8470137	Recycler Assembly
Safety-Kleen Systems, Inc.	D620511	Solvent Recycler
Safety-Kleen Systems, Inc.	8470136	Parts Washer With Recycler Assembly
Safety-Kleen Systems, Inc.	8381767	Reservoir Module For a Recycler Assembly
Safety-Kleen Systems, Inc.	8506761	Recycler Module for a Recycler Assembly
Safety-Kleen Systems, Inc.	8425732	Method of Operation for a Recycler Assembly
Safety-Kleen Systems, Inc.	8470138	Odor Mitigation in a Recycler Assembly
Safety-Kleen Systems, Inc.	8016946	Movable Sinks Parts Washer
Safety-Kleen Systems, Inc.	5445038 (Expired)	APPARATUS FOR SAMPLING FLUIDS IN CONTAINERS
Clean Harbors San Leon, Inc.	6638396	Method and Apparatus for Processing A Waste Product
Clean Harbors San Leon, Inc.	7022293	Method and Apparatus for Processing A Waste Product
Safety Kleen Systems, Inc.	7861732	Immersion Cleaner for Print Rollers

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Safety-Kleen Systems, Inc.	15/354026	Composition and Method of Use of VTAE