

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8223823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
HERITAGE-CRYSTAL CLEAN, LLC			10/17/2023
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	8763619		
Patent Number:	8297291		
Patent Number:	7484515		
Patent Number:	7300575		
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
<i>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.</i>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	038507-1136		
NAME OF SUBMITTER:	ANGELA M. AMARU		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	10/17/2023		
Total Attachments: 4			
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”) is entered into as of October 17, 2023, by Heritage-Crystal Clean, LLC, an Indiana limited liability company (the “Grantor”), in favor of Jefferies Finance LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of October 17, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement), the Issuing Banks (as defined in the Credit Agreement) and the Swingline Lenders (as defined in the Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 17, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among JFL-Tiger Holdings, LLC, a Delaware limited liability company, as Holdings, JFL-Tiger Acquisition Co., Inc., a Delaware corporation (the “Borrower”), the Lenders, the Swingline Lenders from time to time party thereto and the Issuing Banks from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, and to induce the Lenders and the Issuing Banks to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations the Grantor has agreed to enter into this Agreement with the Administrative Agent.

ACCORDINGLY, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now existing, or owned by, or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Patent Collateral”): (a) any and all patents and patent applications, including the issued patents and pending patent applications in the United States Patent and Trademark Office listed on Schedule I hereto; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing; in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, such documents that the Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Intercreditor Agreement Governs.* Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent with respect to any Patent Collateral hereunder are subject to the provisions of each applicable Intercreditor Agreement. In the event of any conflict between the provisions of any Intercreditor Agreement and this Agreement, the provisions of such Intercreditor Agreement shall govern and control.

SECTION 6. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the day and year first above written.

HERITAGE-CRYSTAL CLEAN, LLC

By: Mark DeVita
Name: Mark DeVita
Title: Executive Vice President and Chief
Financial Officer

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Heritage-Crystal Clean, LLC	Combination agitating parts washer and sink washer	July 1, 2014	Granted	8763619
Heritage-Crystal Clean, LLC	COMBINATION PARTS WASHER AND SINK WASHER	October 30, 2012	Granted	8297291
Heritage-Crystal Clean, LLC	COMBINATION PARTS JET WASHER AND SINK WASHER	February 3, 2009	Granted	7484515
Heritage-Crystal Clean LLC	Portable filter system	November 27, 2007	Granted	7300575

Schedule I to Patent Security Agreement

NAI-1538298846v3

RECORDED: 10/17/2023

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REEL: 065245 FRAME: 0464