

05-06-2005



RE

102996720

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)/Execution Date(s):

Safety-Kleen Systems, Inc.

- Individual(s)
- General Partnership
- X Corporation-State: Wisconsin
- Other
- Citizenship (see guidelines)
- Association
- Limited Partnership

Additional names of conveying parties attached?  Yes X No

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

- Execution Date(s) April 6, 2005
- Assignment
- X Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

X No

Name: Deutsche Bank Trust Company Americas  
 Internal Address: \_\_\_\_\_  
 Street Address: 60 Wall Street  
 City: New York  
 State: New York  
 Country: USA Zip: 10005

- Association
- General Partnership
- Limited Partnership
- Corporation
- X Other - Collateral Agent
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see attached Schedule

B. Trademark Registration No.(s)

Please see attached Schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth A. Nunn/ White & Case LLP  
 Internal Address: \_\_\_\_\_  
 Street Address: 1155 Avenue of the Americas  
 City: New York  
 State: New York Zip: 10036  
 Phone Number: 212 819-8928  
 Fax Number: 212 354-8113  
 Email Address: enunn@whitecase.com

6. Total number of applications and registrations involved:

55

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- X Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_
- b. Deposit Account Number 23-1705 (in case of deficiency)  
Authorized User Name \_\_\_\_\_

9. Signature:

*Elizabeth A. Nunn*

Signature

May 2, 2005

Date

Elizabeth A. Nunn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18




Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450





05/05/2005 6TON11 00000015 918839

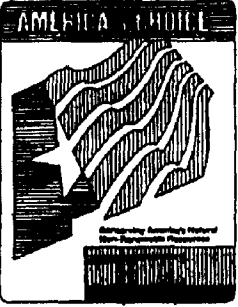



01 FC:8521  
02 FC:8522






40.00 OP  
1350.00 OP

**SCHEDULE A**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAFETY-KLEEN	918,839	08/24/1971
SAFETY-KLEEN	939,055	07/25/1972
	1,125,019	09/11/1979
SAFETY-KLEEN	1,183,410	12/29/1981
SAFETY-KLEEN	1,205,741	08/17/1982
SAFETY-KLEEN	1,493,807	06/28/1988
SAFETY-KLEEN	1,493,903	06/28/1988
SAFETY-KLEEN	1,496,177	07/12/1988
SAFETY-KLEEN	1,496,478	07/19/1988
SAFETY-KLEEN	1,502,737	09/06/1988
	1,502,824	09/06/1988
	1,503,281	09/06/1988

	1,507,691	10/11/1988
FINISH LINE	1,691,114	06/09/1992
FIRST RECOVERY	1,718,814	09/22/1992
	1,787,196	08/10/1993
WE CARE	1,787,197	08/10/1993
	1,861,305	11/01/1994
	1,862,111	11/08/1994
AMERICA'S PRIDE	1,867,412	12/13/1994
ENVIRO- SYSTEMS	1,891,392	04/25/1995
AMERICA'S CHOICE	1,905,251	07/18/1995

	1,905,252	07/18/1995
	2,039,494	02/18/1997
AQUAWORKS	2,096,936	09/16/1997
	2,139,068	02/24/1998
FIRST-RECOVERY	2,140,925	03/03/1998
SUPERCAN	2,147,579	03/31/1998
CONTINUED USE	2,207,231	12/01/1998
	2,233,352	03/23/1999
SILVER KLEEN	2,250,097	06/01/1999
THE POWER OF WATER	2,265,573	07/27/1999
PROMAX	2,286,346	10/12/1999
CABPAK	2,343,725	04/18/2000

	2,414,118	12/19/2000
SAFETY-KLEEN	2,429,789	02/20/2001
WE CARE	2,440,082	04/03/2001
	2,445,678	04/24/2001
JUST ASK	2,448,992	05/08/2001
SAFETY-KLEEN COOLANT MANAGEMENT SERVICE	2,539,817	02/19/2002
	2,617,678	09/10/2002
MINIMIZER	2,680,177	01/28/2003
SAFETY BLAST	2,698,821	03/18/2003
SAFETY-KLEEN	2,817,530	02/24/2004
	2,832,050	04/13/2004
MODEL 30	2,925,162	2/8/05
	1,882,503	3/7/95

**PENDING APPLICATIONS**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PRIDE IN SERVICE	76/460,832	10/22/02
THERMO-KLEEN	78/192,064	12/06/02
RECYCLE-KLEEN	78/230,844	03/27/03
COOLANT PRO	78/278,193	07/24/03
FLUIDKLEEN	78/378,823	03/04/04
PERFOR-MANCE PLUS	78/434,500	06/14/04
HEAVY LIFTER	78/550,069	01/19/05
SERVICEFIRST	78/547,117	01/13/05

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SAFETY-KLEEN SYSTEMS, INC., a Wisconsin Corporation (the "Grantor") with principal offices at 5400 Legacy Drive Cluster II, Building 3, Plano, Texas 75024, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street New York, New York 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto and rights and renewals thereof, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses of such Grantor symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 7, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant and the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

6<sup>th</sup> day of April, 2005.

SAFETY-KLEEN SYSTEMS, INC., Grantor

By: Robert Gary  
Name: Robert Gary  
Title: Executive Vice President and  
Chief Financial Officer.

[Signature Page to Grant of Security Interest in United States Trademarks]

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent and Grantee

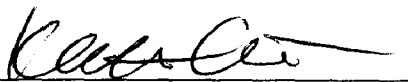
By: Carin M. Keegan  
Name: Carin M. Keegan  
Title: Vice President

By: Omayra Laucella  
Name: Omayra Laucella  
Title: Vice President

[Signature Page to Grant of Security Interest in United States Trademarks]

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK )

On this 6<sup>th</sup> day of April, 2005, before me personally came Robert  
Gary who, being by me duly sworn, did state as follows: that [s]he is  
VP & CFO of Safety-Kleen Systems, Inc., that [s]he is authorized to execute the foregoing  
Grant on behalf of said corporation and that [s]he did so by authority of the [Board of  
Directors] of said corporation.

  
\_\_\_\_\_  
Notary Public

KATHLEEN MON  
Notary Public, State of New York  
No. 01MO6116060  
Qualified in New York County  
Commission Expires Sept. 20, 2008

[Signature Page to Grant of Security Interest in United States Trademarks]

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 5<sup>th</sup> day of April, 2005, before me personally came \_\_\_\_\_  
Carin M. Keegan who, being by me duly sworn, did state as follows: that [s]he is  
vice president of Deutsche Bank Trust Company Americas, that [s]he is authorized to  
execute the foregoing Grant on behalf of said organization and that [s]he did so by authority of  
the Board of Directors of said organization.



Notary Public

MARC A. MENCHISE  
Notary Public, State of New York  
No. 01ME6007174  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires May 18, 2006

[Signature Page to Grant of Security Interest in United States Trademarks]

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 5<sup>th</sup> day of April, 2005, before me personally came \_\_\_\_\_  
Omayra Laucella who, being by me duly sworn, did state as follows: that [s]he is  
Vice President of Deutsche Bank Trust Company Americas, that [s]he is authorized to  
execute the foregoing Grant on behalf of said organization and that [s]he did so by authority of  
the Board of Directors of said organization.










Notary Public

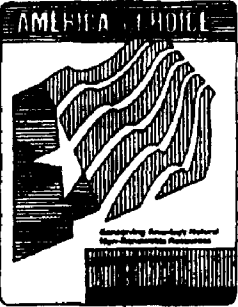



MARC A. MENCHISE  
Notary Public, State of New York  
No. 01ME6007174  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires May 18, 2006

[Signature Page to Grant of Security Interest in United States Trademarks]






# SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAFETY-KLEEN	918,839	08/24/1971
SAFETY-KLEEN	939,055	07/25/1972
	1,125,019	09/11/1979
SAFETY-KLEEN	1,183,410	12/29/1981
SAFETY-KLEEN	1,205,741	08/17/1982
SAFETY-KLEEN	1,493,807	06/28/1988
SAFETY-KLEEN	1,493,903	06/28/1988
SAFETY-KLEEN	1,496,177	07/12/1988
SAFETY-KLEEN	1,496,478	07/19/1988
SAFETY-KLEEN	1,502,737	09/06/1988
	1,502,824	09/06/1988
	1,503,281	09/06/1988

	1,507,691	10/11/1988
FINISH LINE	1,691,114	06/09/1992
FIRST RECOVERY	1,718,814	09/22/1992
	1,787,196	08/10/1993
WE CARE	1,787,197	08/10/1993
	1,861,305	11/01/1994
	1,862,111	11/08/1994
AMERICA'S PRIDE	1,867,412	12/13/1994
ENVIRO- SYSTEMS	1,891,392	04/25/1995
AMERICA'S CHOICE	1,905,251	07/18/1995

	1,905,252	07/18/1995
	2,039,494	02/18/1997
AQUAWORKS	2,096,936	09/16/1997
	2,139,068	02/24/1998
FIRST-RECOVERY	2,140,925	03/03/1998
SUPERCAN	2,147,579	03/31/1998
CONTINUED USE	2,207,231	12/01/1998
	2,233,352	03/23/1999
SILVER KLEEN	2,250,097	06/01/1999
THE POWER OF WATER	2,265,573	07/27/1999
PROMAX	2,286,346	10/12/1999
CABPAK	2,343,725	04/18/2000



	2,414,118	12/19/2000
SAFETY-KLEEN	2,429,789	02/20/2001
WE CARE	2,440,082	04/03/2001
	2,445,678	04/24/2001
JUST ASK	2,448,992	05/08/2001
SAFETY-KLEEN COOLANT MANAGEMENT SERVICE	2,539,817	02/19/2002
	2,617,678	09/10/2002
MINIMIZER	2,680,177	01/28/2003
SAFETY BLAST	2,698,821	03/18/2003
SAFETY-KLEEN	2,817,530	02/24/2004
	2,832,050	04/13/2004
MODEL 30	2,925,162	2/8/05
	1,882,503	3/7/95

**PENDING APPLICATIONS**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PRIDE IN SERVICE	76/460,832	10/22/02
THERMO-KLEEN	78/192,064	12/06/02
RECYCLE-KLEEN	78/230,844	03/27/03
COOLANT PRO	78/278,193	07/24/03
FLUIDKLEEN	78/378,823	03/04/04
PERFOR-MANCE PLUS	78/434,500	06/14/04
HEAVY LIFTER	78/550,069	01/19/05
SERVICEFIRST	78/547,117	01/13/05