

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safety-Kleen Systems, Inc.		01/03/2006	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2945774	PERFORMANCE PLUS	
Serial Number:	78629512	KLEENMIST	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198100		
Email:	enunn@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn: Elizabeth A. Nunn		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111788-0094 (2945774)		
NAME OF SUBMITTER:	Elizabeth A. Nunn		
Signature:	/Elizabeth A. Nunn/		

CH \$65.00 2945774

Date:

02/14/2006

Total Attachments: 6

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**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
3rd day of January, 2006.

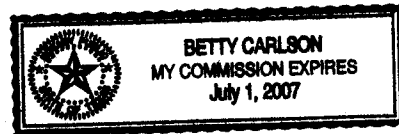
SAFETY-KLEEN SYSTEMS, INC., Grantor

By: 
Name: Mark Pharris
Title: Vice President

Texas
STATE OF ~~NEW YORK~~)
Collin) ss.:
COUNTY OF ~~NEW YORK~~)

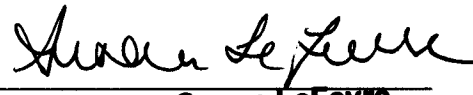
On this 3rd day of January, 2006, before me personally came _____
Mark Pharis who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Safety-Kleen Systems, Inc., that [s]he is authorized to execute the foregoing
Grant on behalf of said Safety-Kleen Systems Inc. and that [s]he did so by authority of the [Board of
Directors] of said Safety-Kleen Systems, Inc.

Betty Carlson
Notary Public

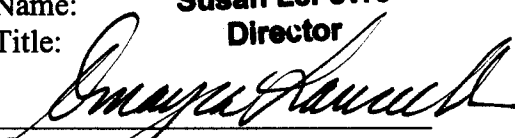


[Signature Page to Grant of Security Interest in United States Trademarks]

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By: 

Name: **Susan LeFevre**
Title: **Director**

By: 

Name: **Omayra Laucella**
Title: **Vice President**

SCHEDULE A

REGISTERED MARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PERFORMANCE PLUS	2,945,774	May 3, 2005

PENDING APPLICATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
KLEENMIST	78/629,512	05/13/05

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

NEWYORK 5330456 (2K)

RECORDED: 02/14/2006

TRADEMARK
REEL: 003247 FRAME: 0252