

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safety-Kleen Systems, Inc.		02/29/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	Third Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85438818	AMERICA'S CHOICE SAE MAXIMUM PERFORMANCE 10W-30 FOR GASOLINE ENGINES RE-REFINED MOTOR OIL	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
Phone:	804-788-8523		
Email:	HWRTM@hunton.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Edward T. White-Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-7074		
ATTORNEY DOCKET NUMBER:	64226-001146		
NAME OF SUBMITTER:	Edward T. White		

Signature:	/Edward T. White/
Date:	03/05/2012
Total Attachments: 4 source=Safety-Kleen Systems 3#page1.tif source=Safety-Kleen Systems 3#page2.tif source=Safety-Kleen Systems 3#page3.tif source=Safety-Kleen Systems 3#page4.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, SAFETY-KLEEN SYSTEMS, INC. ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Safety-Kleen HoldCo., Inc., the lenders party thereto, and JPMorgan Chase Bank, N.A., 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 said Agreement 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 Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.


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 Trademark 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 Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29 day of February, 2012.

Acknowledged:

GRANTOR:

SAFETY-KLEEN SYSTEMS, INC.

By: 
Name: Paul T. Lee
Title: Vice President, Trademark

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29 day of February, 2012.

Acknowledged:

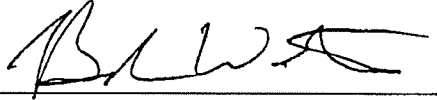
GRANTOR:

SAFETY-KLEEN SYSTEMS, INC.


By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent

By: 
Name: _____
Title: Brandon K. Watkins
Vice President

Schedule 1
to Trademark
Security Agreement

Owner of Record	Country of Registration	Trademark	Registration or Serial No.	Filing Date	Expiration Date
Safety-Kleen Systems, Inc.	United States		85/438,818	10/04/11	

Trademark Licenses

None.

Trademark Applications

Owner of Record	Country of Registration	Trademark	Serial No.	Registration No.	Registration Date
None					