

11-30-2001

NOV 27 2001



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/200...)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stericycle, Inc.

11-27-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: **October 9, 2001**

2. Name and address of receiving party(ies)

Name: **Bank of America, N.A.**

Internal

Address:

Street Address: **231 S. LaSalle Street**

City: **Chicago** State: **IL** Zip: **60697**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Administrative Agent**

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

4. Application number(s) or registration number(s):

A. Trademark Application No (s)

B. Trademark Registration No.(s) **1,842,022**
1,855,932

Additional number(s) attached Yes No

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

Name: **Debra A. Kozlowski**

Internal Address: **Sidley Austin Brown & Wood**

Street Address: **Bank One Plaza**

10 S. Dearborn Street

City: **Chicago** State: **IL** Zip: **60603**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41) \$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **Please charge any overages or deficiencies to our deposit acct.**

19-2165

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Debra A. Kozlowski

Name of Person Signing

Debra A. Kozlowski
Signature

November 27, 2001

Date

9

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/29/2001 DBYRNE 00000131 1842022

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002400 FRAME: 0632

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this "Agreement"), dated as of October 9, 2001, is made by STERICYCLE, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 12, 1999 (the "Original Credit Agreement"), by and among the Grantor, the various financial institutions from time to time party thereto (collectively, the "Existing Lenders"), and the Administrative Agent, among others, the Grantor executed and delivered a Borrower Security and Pledge Agreement, dated as of November 12, 1999, and a Trademark Security Agreement, dated as of November 12, 1999 (the "Original Trademark Security Agreement"), pursuant to such Original Trademark Security Agreement the Grantor granted a security interest to the Administrative Agent in the "Trademark Collateral", as defined therein (the "Original Trademark Collateral"), to secure the "Obligations", as defined in the Original Credit Agreement (the "Original Obligations");

WHEREAS, the Grantor has requested and the Administrative Agent and certain of the Existing Lenders have agreed to certain modifications to the Original Credit Agreement, as set forth in the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "Amended and Restated Credit Agreement"), by and among the Grantor, certain Existing Lenders and other financial institutions from time to time parties thereto (the "Lenders"), the Administrative Agent, Banc of America Securities LLC, as the Lead Arranger and the Book Manager, Credit Suisse First Boston and UBS Warburg, LLC, as Co-Syndication Agents, and Fleet National Bank, as the Documentation Agent;

WHEREAS, as a condition precedent to the effectiveness of the Amended and Restated Credit Agreement, the Grantor is required to execute and deliver an Amended and Restated Security and Pledge Agreement, dated as of the date hereof, by and between the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Amended and Restated Security and Pledge Agreement"), and this Agreement, pursuant to which the Grantor agrees to amend and restate in its entirety the Original Trademark Security Agreement and reaffirms and restates its grant to the Administrative Agent of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Original Obligations and all Obligations;

WHEREAS, the amendment and restatement of the Original Trademark Security Agreement pursuant to this Agreement shall have the effect of a substitution of terms of the Original Trademark Security Agreement, but will not have the effect of a novation thereof, or a termination or extinguishment of the Liens granted in the Original Trademark Collateral securing the Original Obligations, which Liens shall remain attached, enforceable and perfected securing

such Original Obligations and all additional Obligations arising under the Amended and Restated Credit Agreement (collectively, the "Obligations");

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make and continue making Credit Extensions to the Grantor pursuant to the Amended and Restated Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits, have the meanings provided (or incorporated by reference) in the Amended and Restated Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark,

Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

The Grantor hereby additionally reaffirms and ratifies its grant of a security interest in the Trademark Collateral pursuant to the Original Trademark Security Agreement.

SECTION 3. Amended and Restated Security and Pledge Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Amended and Restated Security and Pledge Agreement. The Amended and Restated Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the Disposition of any Trademark Collateral in accordance with the Amended and Restated Credit Agreement or (ii) the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any or all of the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Amended and Restated Security and Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Amended and Restated Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Amended and Restated Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

STERICYCLE, INC.

By 

Name:

Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By _____

Name:

Title:

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.

STERICYCLE, INC.

By _____

Name:

Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By  _____

Name:

Title:

457 INC. OF DE
Vice President

SCHEDULE I

TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Item 1: Trademarks

<u>Mark Date</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg.</u>
STERI-PLASTIC	USA	74/124,943	12/20/90	1,719,474	09/22/92
STERI-PLASTIC	Australia	841044	07/03/00	841044	08/22/01
STERI-PLASTIC	Japan	2001-005275	01/25/01		Pending
STERI-PLASTIC	Mexico	295582	05/21/97	576905	05/20/98
STERI-PLASTIC	South Africa	9919478	10/21/99		Pending
STERI-TUB	USA	74/253,787	03/09/92	1,730,891	11/10/92
STERI-TUB	Australia	841045	07/03/00	841045	08/22/01
STERI-TUB	Brazil	820854921	08/18/98		Pending
STERI-TUB	Japan	2001-005276	01/25/01		Pending
STERI-TUB	Mexico	296124	05/26/97	576906	05/20/98
STERI-TUB	South Africa	9919477	10/21/99		Pending
STERICYCLE	USA	74/243,120	02/04/92	1,726,338	10/20/92
STERICYCLE	Australia	841040	07/03/00	841040	08/22/01
STERICYCLE	Brazil	820854913	08/18/98	820854913	04/24/01
STERICYCLE	South Africa	9919479	10/21/99		Pending
STERICYCLE DESIGN	USA	74/243,121	02/04/92	1,724,309	10/13/92
STERICYCLE AND DESIGN	Australia	841041	07/03/00	841041	08/22/01
STERICYCLE AND DESIGN	Benelux	779271	04/29/92	512578	11/03/92
STERICYCLE AND DESIGN	Japan	2001-005277	01/25/01		Pending
STERICYCLE AND DESIGN	Mexico	295583	05/21/97	597877	01/25/99
STERI-FUEL	USA	74/256,534	03/18/92	1,735,995	12/01/92
STERI-FUEL	Australia	841043	07/03/00	841043	08/22/01
STERI-FUEL	Japan	2001-005278	01/25/01		Pending
STERI-FUEL	Mexico	296125	05/26/97	576907	05/20/98
STERI-CEMENT	Australia	841042	07/03/00	841042	08/22/01
STERI-CEMENT	Mexico	295581	05/21/97	576904	05/20/98
STERI-SAFE	Japan	2001-011281	02/13/01		Pending
SHARPSTRACK	USA	74/442,574	09/30/93	1,842,022	06/28/94
SHARPSTRACK AND DESIGN	USA	74/442,575	09/30/93	1,855,932	09/27/94

Item 2: Trademark Licenses

Country	Licensor	Licensee	Marks	Expiration
Mexico	Stericycle	Medam S.A.	All worldwide marks	5/07 with options to renew
Brazil	Stericycle	Companihia Auxiliar de Viacao Obras (CAVO)	All worldwide marks	Life of patents or 10 years, whichever is longer; no separate expiration for TMs
South Africa	Stericycle	Evertrade Medical Waste (Pty) Ltd	All worldwide marks	Life of patents or 10 years, whichever is longer; no separate expiration for TMs
Australia	Stericycle	Stericorp, Ltd.	All worldwide marks	Life of patents or 10 years, whichever is longer; no separate expiration for TMs
Japan	Stericycle	Aso Cement Co., Ltd. and Aso Mining Co., Ltd.	All worldwide marks	Life of patents or 10 years, whichever is longer; no separate expiration for TMs
Saudi Arabia	Stericycle	Arabian Medical Waste Management Company	All worldwide marks	Life of patents or 10 years, whichever is longer; no separate expiration for TMs
Argentina	Stericycle	Medicina Ambiental SA	All worldwide marks	Life of patents or 10 years, whichever is longer; no separate expiration for TMs