

01-06-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 12-30-03 Tab settings

DEPARTMENT OF COMMERCE S. Patent and Trademark Office Docket No. 51270-25

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

<p>1. Name of conveying party(ies):</p> <p><u>Safety-Kleen Systems, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State of <u>Wisconsin</u></p> <p><input type="checkbox"/> Other _____</p> <p>Additional names(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Wells Fargo Foothill, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>One Boston Place, 18th Floor</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02108</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>of California</u></p> <p><input type="checkbox"/> Other _____</p> <p>if assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 19, 2003</u></p>	
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>See attached.</u></p>	<p>B. Trademark Registration No.(s) <u>See attached.</u></p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><u>Deborah L. Fine</u> <u>Morrison & Foerster LLP</u> <u>1290 Avenue of the Americas</u> <u>New York, New York 10104</u></p>	<p>6. Total number of applications and registrations involved:..... <u>53</u></p> <p>7. Total fee (37 CR 3.41) \$ <u>1,340.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>03-1952 (Referencing 51270-25)</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Hsiao-Ting Cheng December 30, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 39

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


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02 FC:8522 1300.00 DA

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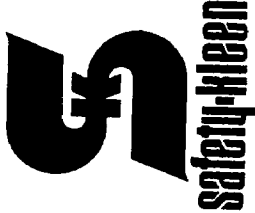
United States Registered Trademarks

REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
918,839	SAFETY-KLEEN	08/24/1971	08/24/2011	Safety-Kleen Systems, Inc.	Mechanical parts cleaning units comprising a solvent reservoir, a parts sink and a solvent circulating pump, and parts of such apparatus
939,055	SAFETY-KLEEN	07/25/1972	07/25/2012	Safety-Kleen Systems, Inc.	Leasing of cleaning apparatus for cleaning mechanical parts and components and periodic renewal of solvent furnished with the apparatus
1,125,019		09/11/1979	09/11/2009	Safety-Kleen Systems, Inc.	Leasing of cleaning apparatus for cleaning mechanical parts and components and periodic renewal of solvent furnished with the apparatus
1,183,410	SAFETY-KLEEN	12/29/1981	12/29/2011	Safety-Kleen Systems, Inc.	Cleaning and degreasing solvent for industrial use



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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
1,205,741	SAFETY-KLEEN	08/17/1982	08/17/2012	Safety-Kleen Systems, Inc.	Cleaning and recycling services - namely, removing, cleaning and replacing solvent in parts washers used in service, maintenance, repair and manufacturing facilities
1,493,807	SAFETY-KLEEN	06/28/1988	06/28/2008	Safety-Kleen Systems, Inc.	Cleaning preparations, namely, cream waxes, finish glazes for vehicles, liquid cleaners and waxes for vehicles, tire cleaners, carburetor and small parts cleaners, brake cleaners, glass cleaners, general purpose cleaners, dry cleaning solvents, hand cleaners, abrasive cleaners, upholstery shampoos, and heavy duty liquid cleaning solution, compounds for rubbing, polishing and cleaning vehicles
1,493,903	SAFETY-KLEEN	06/28/1988	06/28/2008	Safety-Kleen Systems, Inc.	Sand, grit and bead blasting machines; mechanical parts cleaning units comprising a cleaning liquid reservoir, parts receptacle, and parts of such apparatus



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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
1,496,177	SAFETY-KLEEN	07/12/1988	07/12/2008	Safety-Kleen Systems, Inc.	Cleaning and recycling services, namely, removing waste solvent and solvent filters; cleaning and recycling industrial solvents, hazardous liquids and solvents used in the dry cleaning industry; removing, cleaning and recycling buffing pads; removing and disposing of waste paint and paint thinners; leasing of sand, grit and bead blasting apparatus; leasing of spray gun equipment
1,496,478	SAFETY-KLEEN	07/19/1988	07/19/2008	Safety-Kleen Systems, Inc.	Penetrating and lubricating compositions
1,502,737	SAFETY-KLEEN	09/06/1988	09/06/2008	Safety-Kleen Systems, Inc.	Fillers for use in connection with repairing automobile and truck bodies
1,502,824		09/06/1988	09/06/2008	Safety-Kleen Systems, Inc.	Sand, grit and bead blasting machines; mechanical parts cleaning units comprising a solvent reservoir, a parts sink and a solvent circulating pump, and parts of such apparatus; and mechanical parts cleaning apparatus comprising a cleaning liquid reservoir, parts receptacle and parts of such apparatus


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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
1,503,281		09/06/1988	09/06/2008	Safety-Kleen Systems, Inc.	Cleaning and recycling services, namely, removing, cleaning and replacing solvent in parts washers used in service, maintenance, repair and manufacturing facilities; removing waste solvent and solvent filters; cleaning and recycling industrial solvents used in the dry cleaning industry; removing, cleaning and recycling industrial solvents and hazardous liquids; removing cleaning and recycling buffing pads; removing and disposing of waste paint and paint thinners; leasing of sand, grit and bead blasting apparatus; and leasing of spray gun equipment
1,507,691		10/11/1988	10/11/2008	Safety-Kleen Systems, Inc.	Cleaning preparations, namely, cleaning and degreasing solvents, cream waxes for vehicles, finish glazes for vehicles, liquid cleaners and waxes for vehicles, carburetor and small parts cleaners, brake cleaners, dry cleaning solvents, abrasive cleaners, heavy duty liquid cleaning solutions; and compounds for rubbing, polishing and cleaning vehicles
1,691,114	FINISH LINE	06/09/1992	06/09/2012	Safety-Kleen Systems, Inc.	Automobile fluids, namely, motor oil, engine oil and lubricants

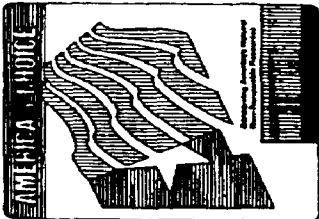


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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
1,718,814	FIRST RECOVERY	09/22/1992	09/22/2012	Safety-Kleen Systems, Inc.	Temporary collection and transportation services of used motor oil and waste and recyclable automobile chemicals; technical advisory services in the field of temporary collection and transportation of used motor vehicle fluids and recyclable automotive chemicals
1,787,196		08/10/1993	08/10/2013	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling of petroleum products and consultation related thereto.
1,787,197	WE CARE	08/10/1993	08/10/2013	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling of petroleum products and consultation related thereto.
1,861,305		11/01/1994	11/01/2004	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling of petroleum products and consultation related thereto


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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
1,862,111		11/08/1994	11/08/2004	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling of petroleum products and consultation related thereto
1,867,412	AMERICA'S PRIDE	12/13/1994	12/13/2004	Safety-Kleen Systems, Inc.	Automotive vehicle lubricants; namely, motor oil, refined motor oil, synthetic motor oil, automotive oils, synthetic automotive oils, heavy duty motor oil, non-detergent oil, synthetic diesel motor oil, synthetic racing oils, two cycle motor oil, multi-purpose gear oil, synthetic gear oil, snowmobile oil, red chain oil, transmission fluid, multi-purpose grease and water pump lubricant
1,891,392	ENVIRO-SYSTEMS	04/25/1995	04/25/2005	Safety-Kleen Systems, Inc.	Recyclable waste fluids treatment services, liquid waste recycling services
1,905,251	AMERICA'S CHOICE	07/18/1995	07/18/2005	Safety-Kleen Systems, Inc.	Automotive fluids prepared in whole or in part from recycled or re-refined oils; namely, motor oil, refined motor oil, non-detergent motor oil


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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
1,905,252		07/18/1995	07/18/2005	Safety-Kleen Systems, Inc.	Automotive fluids prepared in whole or in part from recycled or re-refined oils; namely, motor oil, refined motor oil, non-detergent motor oil
2,039,494		02/18/1997	02/18/2007	Safety-Kleen Systems, Inc.	Collection of used motor oils, waste and automotive chemicals for recycling; transportation of used motor oils, waste and automotive chemicals via truck for recycling
2,096,936	AQUAWORKS	09/16/1997	09/16/2007	Safety-Kleen Systems, Inc.	Aqueous cleaning solution for industrial cleaning and degreasing
2,139,068		02/24/1998	02/24/2008	Safety-Kleen Systems, Inc.	Collection of used motor oils, waste and automotive chemicals for recycling; transportation of used motor oils, waste and automotive chemicals via truck for recycling
2,140,925	FIRST-RECOVERY	03/03/1998	03/03/2008	Safety-Kleen Systems, Inc.	Collection of used motor oils, waste and automotive chemicals for recycling; transportation of used motor oils, waste and automotive chemicals via truck for recycling

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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
2,147,579	SUPERCAN	03/31/1998	03/31/2008	Safety-Kleen Systems, Inc.	Silver recovery cartridges for use in silver recovery machines
2,207,231	CONTINUED USE	12/01/1998	12/01/2004	Safety-Kleen Systems, Inc.	Recycling hazardous waste materials; and managing and handling hazardous waste materials
2,233,352		03/23/1999	03/23/2005	Safety-Kleen Systems, Inc.	Preparing business reports for others in the field of environmental compliance; environmental services, namely hazardous and non-hazardous waste disposal and cleaning service for others; transportation of waste materials by truck, train or air and warehouse storage for others; treatment of waste and recycling for others; educational services, namely providing classes in the field of hazardous and non-hazardous waste disposal; environmental services; namely waste management, hazardous waste management and sorting of waste and recyclable material; reviewing company practices and policies to assure compliance with environmental laws and regulations
2,250,097	SILVER KLEEN	06/01/1999	06/01/2005	Safety-Kleen Systems, Inc.	Machines for filtering and recovering silver
2,265,573	THE POWER OF WATER	07/27/1999	07/27/2005	Safety-Kleen Systems, Inc.	Aqueous cleaning solutions for industrial cleaning and degreasing
2,286,346	PROMAX	10/12/1999	10/12/2005	Safety-Kleen Systems, Inc.	Cleaning preparations, namely, cleaners and degreasers for removing oils, greases and dirt from automotive and industrial parts


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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
2,343,725	CABPAK	04/18/2000	04/18/2006	Safety-Kleen Systems, Inc.	Waste management services, namely, management of small waste containers from generation to disposal
2,414,118		12/19/2000	12/19/2006	Safety-Kleen Systems, Inc.	Preparing business reports for others in the field of environmental compliance; environmental services, namely, hazardous and non-hazardous waste disposal and cleaning service for others; transportation of waste materials by truck, train or air and warehouse storage for others; treatment of waste and recycling for others; educational services, namely, providing classes in the field of hazardous and non-hazardous waste disposal; environmental services, namely, waste management and sorting of waste and recyclable material and reviewing company practices and policies to assure compliance with environmental laws and regulations and chemical analysis.


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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
2,429,789	SAFETY-KLEEN	02/20/2001	02/20/2007	Safety-Kleen Systems, Inc.	Preparing business reports for others in the field of environmental compliance; environmental services, namely, hazardous and non-hazardous waste disposal and cleaning service for others; transportation of waste materials by truck, train or air and warehouse storage for others; treatment of waste and recycling for others; educational services, namely, providing classes in the field of hazardous and non-hazardous waste disposal; environmental services, namely, waste management and sorting of waste and recyclable material and reviewing company practices and policies to assure compliance with environmental laws and regulations and chemical analysis.
2,440,082	WE CARE	04/03/2001	04/03/2007	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling and consultation related thereto

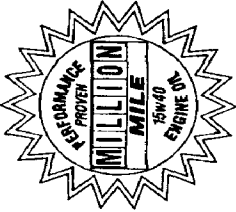
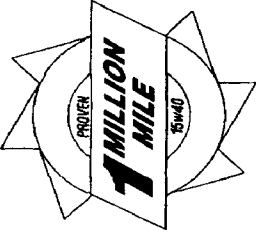

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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
2,445,678		04/24/2001	04/24/2007	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling and consultation related thereto
2,448,992	JUST ASK	05/08/2001	05/08/2007	Safety-Kleen Systems, Inc.	Preparing business reports for others in the field of environmental compliance; environmental services, namely hazardous and non-hazardous waste disposal and cleaning service for others; cleaning and recycling services, namely removing, cleaning and replacing solvents in parts washers used in service, maintenance, repair and manufacturing facilities; removing waste solvent and solvent filters; cleaning and recycling industrial solvents used in the drycleaning industry; removing and disposing of waste paint and paint thinners, leasing of cleaning apparatus for cleaning mechanical parts and components and periodic renewal of solvent furnished with the apparatus; transportation of waste materials by truck, train or air and warehouse storage for others; treatment of waste and recycling for others; cleaning and recycling industrial solvents used in the dry cleaning industry; removing, cleaning and recycling industrial solvents and hazardous liquids; removing cleaning and recycling buffing pads; educational services,

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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
					namely, providing classes in the field of hazardous and non-hazardous waste disposal; environmental services, namely, waste management and sorting of waste and recyclable material and reviewing company practices and policies to assure compliance with environmental laws and regulations and chemical analysis.
2,539,817	SAFETY-KLEEN COOLANT MANAGEMENT SERVICE	02/19/2002	02/19/2008	Safety-Kleen Systems, Inc.	Environmental services, namely, filtration and cleaning of coolants and removal of waste extracted from such coolants
2,617,678		09/10/2002	09/10/2008	Safety-Kleen Systems, Inc.	Promoting public awareness of the need for responsible recycling and consultation related thereto
2,680,177	MINIMIZER	01/28/2003	01/28/2009	Safety-Kleen Systems, Inc.	Paint spray gun cleaning machine
2,698,821	SAFETY BLAST	03/18/2003	03/18/2009	Safety-Kleen Systems, Inc.	Soda blasting machines

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REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
2,704,652		04/08/2003	04/08/2009	Safety-Kleen Canada Inc.	Engine oil
2,704,653		04/08/2003	04/08/2009	Safety-Kleen Canada Inc.	Engine oil
2,732,713		07/08/2003	07/08/2009	Safety-Kleen Canada Inc.	Engine oil

TERM FOR TRADEMARKS REGISTERED PRIOR TO 11/16/89 - 20 YEARS
TERM FOR MARKS REGISTERED OR RENEWED AFTER 11/16/89 - 10 YEARS

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U.S. PENDING TRADEMARK APPLICATIONS

SERIAL NO.	FILING DATE	TRADEMARK	OWNER	GOODS/SERVICES
78/091,911	11/06/01	PERFORMANCE PLUS	Safety-Kleen Canada Inc.	Motor oil, refined motor oil, automotive oils, hydraulic oil, oil for hydraulic jacks; heavy duty motor oil, motor oil for severe service, diesel truck motor oil, tractor motor oil, two-cycle motor oil, multi-purpose gear oil, snowmobile oil, red chain oil, transmission fluid, multi-purpose grease, power steering fluid, undercoating oil for prevention of rust corrosion, automatic transmission fluids, industrial oils, universal tractor fluids, and windshield wiper fluid, non-detergent motor oil, high performance motor oil, and anti-freeze fluid; motor oil, refined motor oil, automotive oils, hydraulic oil, oil for hydraulic jacks; heavy duty motor oil, motor oil for severe service, diesel truck motor oil, tractor motor oil, two-cycle motor oil, multi-purpose gear oil, snowmobile oil, red chain oil, transmission fluid, multi-purpose grease, power steering fluid, undercoating oil for prevention of rust corrosion, automatic transmission fluids, industrial oils, universal tractor fluids, and windshield wiper fluid; non-detergent motor oil, high performance motor oil, and anti-freeze fluid; motor oil, refined motor oil, automotive oils, hydraulic oil, oil for hydraulic jacks; heavy duty motor oil, motor oil for severe service, diesel truck motor oil, tractor motor oil, two-cycle motor oil, multi-purpose gear oil, snowmobile oil, red chain oil, transmission fluid, multi-purpose grease, power steering fluid, undercoating oil for prevention of rust corrosion, automatic transmission fluids, industrial oils, universal tractor fluids, and windshield wiper fluid; non-detergent motor oil, high performance motor oil, and anti-freeze fluid; motor oil, refined motor oil, automotive oils, hydraulic oil, oil for hydraulic jacks; heavy duty motor oil, tractor motor oil for severe service, diesel truck motor oil, tractor motor oil, two-cycle motor oil, multi-purpose gear oil, snowmobile oil, red chain oil, transmission fluid, multi-purpose grease, power steering fluid, undercoating oil for prevention of rust corrosion, automatic transmission fluids, industrial oils, universal tractor fluids, and windshield wiper fluid.
76/460,832	10/22/02	PRIDE IN SERVICE	Safety-Kleen Systems, Inc.	Fillers for use in connection with repairing automobile and truck bodies; chemical packing media used to package wastes; Cleaning and degreasing solvents; cleaning preparations; cream waxes

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				<p>for vehicles; finish glazes for vehicles; general purpose cleaners; dry cleaning solvents; hand cleaners; compounds for rubbing, polishing and cleaning vehicles; aqueous cleaning solution; liquid cleaners for vehicles; waxes for vehicles; tire cleaners; carburetor and small parts cleaners; brake cleaners; glass cleaners; abrasive cleaners; upholstery shampoos; heavy duty liquid cleaning solution; ultrasonic parts cleaning solutions; paint spray gun cleaning solvents and solutions; Penetrating and lubricating compositions; automobile fluids; motor oil; engine oil; lubricants; oil for hydraulic jacks; motor oil for severe service; diesel truck motor oil; tractor motor oil; power steering fluid; undercoating oil for prevention of rust corrosion; automatic transmission fluids; industrial oils; universal tractor fluids; windshield wiper fluid; non-detergent motor oil; high performance motor oil; anti-freeze fluid; automotive vehicle lubricants; motor oil; automotive oils; heavy duty motor oil; non-detergent motor oil; two cycle motor oil; multi-purpose gear oil; snowmobile oil; red chain oil; transmission fluid; multi-purpose grease; water pump lubricant; automotive fluids prepared in whole or in part from recycled or re-refined oils; hydraulic oil;</p> <p>Drums for waste brake fluids; metal containers for the storage and transportation of scrap film, old paint booth filters, uncrushed lamps; containers for materials that use mercury; overpack containers; Parts cleaning machines; paint spray gun cleaning machine; sand, grit and bead blasting machines; silver recovery cartridges for use in silver recovery machines; machines for filtering and recovering silver; soda blasting machines; water processing equipment; aqueous parts cleaning machines; air monitoring and emergency equipment;</p> <p>Wool buffing pads and foam pads for compounding or super high-quality finishing and glazing;</p> <p>Posters; coloring books and printed brochures dealing with solid and hazardous waste management and reduction; books and brochures dealing with solid and hazardous waste management and reduction; stickers;</p> <p>Plastic containers for collection of lead acid, alkaline, nicad, zinc carbon, mercuric oxide and lithium metal batteries;</p> <p>T-shirts;</p>

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				<p>Preparing business reports for others in the field of environmental compliance; preparing regulatory compliance reports; performing regulatory reviews of a facility's activities to determine compliance with EPA, DOT and OSHA requirements; reviewing facility operations, written programs and compliance files, and providing a report of corrective actions; preparation of regulatory plans as required by customer operations, including collection of operational and management information from the operating facility and developing site-specific procedures for compliance with various EPA and OSHA regulations; preparation of periodic reports to regulatory agencies; Removing waste solvent and solvent filters; cleaning and recycling industrial solvents, hazardous liquids and solvents used in the dry cleaning industry; removing, cleaning and recycling buffing pads; collection of used motor oils, waste and automotive chemicals for recycling; environmental services, namely hazardous and non-hazardous waste disposal and cleaning service for others; removing and disposing of waste paint and paint thinners; servicing water processing equipment; spray gun equipment cleaning services; maintenance of aqueous parts cleaning equipment; collecting and recycling oil filters; collection, cleaning and recycling of oily water; collection and processing of waste coolant and antifreeze; collection and handling of spent solution; collection and destruction of recalled products; collection, removal and processing of contaminated filters; battery collection service, including the proper handling, labeling, transportation of spent batteries; collection and removal of waste aerosol canisters; cleaning aqueous solutions; replenishing supply of wool buffing pads and foam pads for compounding or super high-quality finishing and glazing; installing waste accumulation cabinets; packaging and disposing of waste materials; delivering, handling and re-supplying absorbents; delivering, handling and re-supplying secondary containment units, spill pallets, poly drum racks and modular decks; collection of containers for materials that use mercury; collection and removal of PCB oils; vacuum services; separation and collection of waste brake fluid;</p> <p>Collection and transportation of used motor oil and waste and recyclable automobile chemicals; transportation of used motor oils,</p>

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				<p>waste and automotive chemicals via truck for recycling; transportation of waste materials by truck, train or air and warehouse storage for others; transporting of waste aerosol canisters for others; transporting hazardous materials for others; transporting contaminated soil for treatment and disposal; transporting waste film; transportation and disposal of waste paint and ink; excavation, collection and removal of contaminated soil; collection and transportation of scrap film in containers; collection, transport and processing of spent photographic solutions; transporting empty waste containers, including steel and plastic drums for recycling; transportation and handling of damaged or leaking waste drums, using overpack containers; collection, transportation, handling and processing used metals, including aluminum, copper and brass to stainless steel and alloys; transport and disposal of used filters;</p> <p>Treatment of waste and recycling for others; recycling hazardous waste materials; environmental services, namely, filtration and cleaning of coolants and removal of waste extracted from such coolants; recyclable waste fluids treatment services; liquid waste recycling services; removing, cleaning and replacing solvent in parts washers used in service, maintenance, repair and manufacturing facilities; treating contaminated waste, water and soil; chemical treatment of contaminated substances; cleaning contaminated soil by soil vapor extraction, soil venting and soil washing; silver recovery processing; chemical treatment of corrosives; treatment of spent photographic chemicals and waste washwater; cleaning and servicing automatic batch-operated silver recovery units; treatment of biological sludge, sewage treatment sludge, oil wastes or metal-bearing sludge; removal of X-ray film backings, and lead recovery from such film backings; removal and disposal of mercury found in amalgam materials; tolling and recycling byproducts; tank and process vessel cleaning; cleaning of above-ground and below-ground storage tanks; wash water recycling; processing wastewater; installation and servicing of systems for disposing of gasoline wastes; management and disposal of leftover paint and ink; analyzing well water samples; consulting services to help identify substances in wash water; recovery of mercury and recycling mercury; recovery of silver from</p>


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				<p>photographic film waste; providing an automatic metering station for chemical desilvering; proper handling of damaged waste drums, using overpack containers; handling sludge; treatment of separator water of dry cleaners; recovering silver from electrolytic units; wastewater treatment; processing waste, and recycling reprocessing, treatment, incineration, destruction and disposal of waste;</p> <p>Education services, namely, conducting classes and seminars dealing with solid and hazardous waste management and reduction; educational services, namely providing classes in the field of hazardous and non-hazardous waste disposal; educational program about environmental good citizenship; training services in the field of safe area management, including safe storage of small containers of flammables, corrosives, toxins, oxidizers, and other materials; providing training in the latest environmental procedures to meet compliance with government regulations; workplace communication services to help businesses communicate to employees information regarding any chemical hazards found in their workplace;</p> <p>Managing and handling hazardous waste materials; environmental services, namely waste management, hazardous waste management, and sorting of waste and recyclable material; reviewing company practices and policies to assure compliance with environmental laws and regulations and chemical analysis; waste management services, namely, management of small waste containers from generation to disposal; leasing of cleaning apparatus for cleaning mechanical parts and components and periodic renewal of solvent furnished with the apparatus; promoting public awareness of the need for responsible recycling and consultation related thereto; leasing of sand, grit and bead blasting apparatus; leasing of spray gun equipment; technical advisory services in the field of temporary collection and transportation of used motor vehicle fluids and recyclable automotive chemicals; providing communication materials to help inform individuals seeking out environmentally responsible businesses; standard TCLP (toxicity characteristic leaching procedure) analysis for classifying wastes; investigation of air emission control systems; AST (aboveground storage tank) and UST (underground storage tank) management; well sampling and monitoring; recommending changes</p>

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SERIAL NO.	FILING DATE	TRADEMARK	OWNER	GOODS/SERVICES
				<p>to air quality systems; helping implement custom-designed emission management plans; sampling and providing a chemical analysis of waste products; management of empty waste containers for others; chemical inventory management services for managing and handling chemical wastes after classifying, counting and segregating chemical wastes for maximum safety; providing all materials and equipment needed to safely and properly package wastes; decontaminating contaminated soil with fully coordinated testing, evaluation and treatment; examining ground samples for contaminants, assessing level of contamination, determining cleanup and prevention measures; providing analysis and health and safety recommendations regarding the level of dioxins; offering spill/exposure, poison control and emergency services designed to help companies meet the hazard communication standard; poison control services, namely, providing advice on required treatment and follow-up; spill/exposure services, namely, providing information about chemicals and their properties for proper clean up procedures; environmental services, namely, verifying, storing, and generating regulatory reports for large volumes of environmental data; providing groundwater risk assessment and designing a program to clean up the groundwater and prevent further contamination; waste management and removal of syringes, gauze, gloves, swabs and packaging; management and handling of medical waste, including amalgams, cultures, expired medications, cleaning/sanitizing fluids, x-ray film and x-ray chemicals; appraisal of all processes and waste management needs and designing a customized plan for waste management; environmental services, namely, decontaminating interiors and exteriors; researching appropriate methods of treatment for asbestos, PCBs, heavy metals, pesticides, solvents, cyanides and hazardous dusts; identifying, packaging and disposal of small container wastes such as out-of-date chemicals or off-specification materials; environmental services, namely a recycling program for used fluorescent and hid lamps and other types of mercury-containing lamps; determining if waste needs to be classified as RCRA (resource conservation and recovery act) hazardous waste; used oil management, collecting used oil, antifreeze and oily water and reprocessing it into new lube; environmental</p>

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SERIAL NO.	FILING DATE	TRADEMARK	OWNER	GOODS/SERVICES
				<p>services, namely, treatment and stabilization, neutralization, biological treatment and other specialized processes for non-regulated wastes; environmental services, namely, management of organic contaminated wastes of others; silver analysis services to determine silver content of photochemicals; environmental services, namely, management of the treatment of the oxidizer/cyanide waste streams of others; identifying unknown materials; management of polychlorinated biphenyls (PCBs) by collecting, processing and disposing of them; assessing business property and locating any PCB trouble spots; environmental services, namely, pre-qualification waste analysis, profiling any type of waste generated by a company by taking an onsite sample of the waste and analyzing that sample; providing recommendations detailing how waste should be processed; management of explosive and reactive wastes using thermal treatment facilities; servicing small quantity waste generators; integrated program designed to properly manage PCBs and mercury-contaminated oils; assessing a company's business processes, waste handling, safety and permitting requirements, and reporting on the findings</p>
78/192,064	12/06/02	THERMO-KLEEN	Safety-Kleen Systems, Inc.	Aqueous parts cleaning machine
78/230,844	03/27/03	RECYCLE-KLEEN	Safety-Kleen Systems, Inc.	Parts cleaning machines
78/238,746	04/17/03		Safety-Kleen Systems, Inc.	Collection and processing of used motor oils, waste oils, oily water, anti-freeze and other automotive, commercial, and industrial lubricants for recycling, disposal and other handling, collecting and recycling oil filters
78/238,756	04/17/03	SAFETY-KLEEN	Safety-Kleen Systems, Inc.	Collection and processing of used motor oils, waste oils, oily water, anti-freeze and other automotive,

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SERIAL NO.	FILING DATE	TRADEMARK	OWNER	GOODS/SERVICES
78/278,193	07/24/03	COOLANT PRO	Safety-Kleen Systems, Inc.	commercial, and industrial lubricants for recycling, disposal and other handling, collecting and recycling oil filters Machines for filtering and cleaning coolants; environmental services, namely, filtration and cleaning of coolants and removal of wastes extracted from such coolants

ny-547634

TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

WELLS FARGO FOOTHILL, INC.,

as Administrative Agent and Co-Collateral Agent for the Lenders

Dated as of December 19, 2003

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Schedule I - Trademark Registrations and Applications

Schedule II - Licenses

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated December 19, 2003, made by the Persons listed on the signature page hereof under the caption "Grantors" (collectively, the "Grantors" and each a "Grantor"), to WELLS FARGO FOOTHILL, INC., as administrative agent and co-collateral agent (in such capacities, the "Administrative Agent") for the Lenders (as defined below) pursuant to the Loan and Security Agreement (as hereinafter defined). Capitalized terms used herein but not defined shall have the meaning given them in the Loan and Security Agreement.

PRELIMINARY STATEMENTS.

(1) Each of Safety-Kleen Systems, Inc., a Wisconsin corporation, Ecogard, Inc., a Delaware corporation, Safety-Kleen International, Inc., a Delaware corporation, Safety-Kleen Oil Recovery Co., a Delaware corporation, Environmental, Ecological and Engineering Company, a California corporation, The Solvents Recovery Service of New Jersey, Inc., a New Jersey corporation, Safety-Kleen EnviroSystems Company, a California corporation, Safety-Kleen EnviroSystems Company of Puerto Rico, Inc., an Indiana corporation and Safety-Kleen Canada Inc., a corporation organized under the laws of New Brunswick (each, a "Borrower" and, collectively, the "Borrowers"), and SK Holding Company, Inc., a Delaware corporation ("Parent") have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), with the financial institutions party thereto (the "Lenders"), the Administrative Agent, Goldman Sachs Credit Partners L.P., as syndication agent, sole lead arranger and sole lead bookrunner (the "Lead Arranger"), Silver Point Finance, LLC, as co-collateral agent (the "Collateral Agent" and collectively with the Administrative Agent and the Lead Arranger, the "Agents"), and Bank of America, N.A., as documentation agent.

(2) It is a condition precedent to the making of the initial Advance and Term Loan by the Lenders under the Loan and Security Agreement (or any other extension of credit provided for thereunder) that the Grantors shall have granted the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises of and in order to induce the Lenders to make the initial Advance and Term Loan (or otherwise extend credit) under the Loan and Security Agreement, and subject to the terms of the Loan and Security Agreement, each Grantor hereby agrees with the Administrative Agent for the benefit of the Lender Group, the Bank Product Providers and the Hedge Product Providers (the Lender Group, Bank Product Providers, and Hedge Product Providers being collectively referred to herein as the "Secured Parties") as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in and to all currently existing and hereafter acquired or arising Trademark Collateral (as defined below) in order to secure (a) prompt repayment of any and all of the Obligations in accordance with the terms and conditions of the Loan Documents and (b) prompt performance by such Grantor of each of its covenants and duties under the Loan Documents. The Administrative Agent's Liens in and to the Trademark Collateral shall attach to all

Trademark Collateral without further act on the part of Administrative Agent or Grantors. For the purposes of this Agreement, "Trademark Collateral" shall mean all Grantors' right, title and interest in and to:

(a) All trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"). For the purposes of this Agreement, the Trademarks shall include, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Administrative Agent).

(b) All license agreements with any other Person in connection with any of the Trademarks or such other Person's trademarks, whether such Grantor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan and Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses"). For the purposes of this Agreement, the Licenses shall include, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any rights or interests in any lease, license, contract, property rights or agreement, as such, if under the terms of such lease, license, contract, property rights or agreement, or Applicable Law with respect thereto, the valid grant of a security interest or lien therein to Administrative Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract, property rights or agreement has not been or is not otherwise obtained or under Applicable Law such prohibition cannot be waived; provided, that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the Code or other Applicable Law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect Administrative Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantors in or to the proceeds thereof, including Monies due or to become due under any such lease, license, contract, property rights or agreement (including any Accounts), (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable,

"Trademark Collateral" shall include any portion of such lease, license, contract, property rights or agreement that does not result in such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Grantors pursuant to this Agreement secures the prompt repayment of any and all of the obligations of the Grantors now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the repayment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantors to the Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Administrative Agent or any Secured Party or the Grantors.

SECTION 3. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights hereunder shall not release the Grantors from any of their duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) neither the Administrative Agent nor the Secured Parties shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Administrative Agent nor any Secured Party be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as to itself and its Trademark Collateral as follows:

(a) Such Grantor owns, or holds licenses in, the material Trademarks that are reasonably necessary to the conduct of its business as currently conducted. Attached hereto as Schedule I (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Administrative Agent) is a true, correct, and complete listing of all registrations and applications for material Trademarks as to which such Grantor is the owner or licensor of an exclusive license. Attached hereto as Schedule II (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Administrative Agent) is a true, correct, and complete listing of all registrations and applications for material Trademarks as to which such Grantor is an exclusive licensee. None of the Licenses to use material Trademarks disclosed on Schedule I or Schedule II requires consent for the applicable Grantor to grant the security interest granted hereunder in such Grantor's right, title and interest in and to the Trademark Collateral.

(b) Except as may be expressly permitted under the Loan and Security Agreement, no security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office in any jurisdiction in which Grantor owns any Trademark Collateral (including, without limitation, the U.S. Patent and Trademark Office), except such as may have been filed in favor of the Administrative Agent relating to this

Agreement or any other Loan Document, and such Grantor has not consented to the filing of financing or continuation statements covering all or part of the Trademark Collateral under the Uniform Commercial Code or any other applicable procedure, regulation or law of any foreign jurisdiction in which Trademarks are used, or the filing of any other document or notice similar in effect (which has not been released or terminated) with the U.S. Patent and Trademark Office or any of its counterpart agencies in foreign jurisdictions in which such Grantor owns any Trademark Collateral.

(c) Such Grantor has made all necessary payments, filings and recordations to protect and maintain its interest in the material Trademarks registrations and applications for registration set forth in Schedule I, including, without limitation, (i) making all necessary registration, maintenance and renewal fee payments; and (ii) filing all necessary documents, including all applications for registration of material Trademarks.

(d) Each trademark registration and application for registration of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Administrative Agent in writing of all uses of any item of Trademark Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, other than any such uses that would not cause a Material Adverse Change.

(e) Except as may be expressly permitted under the Loan and Security Agreement, such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released. Such Grantor has not granted any license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral so as to cause a Material Adverse Change.

(f) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party, as applicable, is required either (A) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (B) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and any other applicable procedure, regulation or law of any foreign jurisdictions in which the Grantor owns Trademark Collateral, and the filing with the U.S. Patent and Trademark Office and any counterpart agencies in foreign jurisdictions in which the Grantor owns Trademark Collateral of any other document or notice of similar effect, which financing statements, filings and other documents have either been duly filed, will be filed by the Administrative Agent, or which the Administrative Agent and Grantor have agreed need not be filed, or (C) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement, except that filings with the U.S. Patent and

Trademark Office and any counterpart agencies in foreign jurisdictions in which the Grantor owns Trademark Collateral may be necessary in order to record the transfer of such Trademark Collateral upon foreclosure.

(g) Except for the licenses listed on Schedule II hereto and any non-exclusive licenses to which any Grantor is a party, such Grantor has no knowledge of the existence of any third-party rights or any claim with respect thereto that is likely to be made and adversely determined under any item of Trademark Collateral contained on Schedule I.

(h) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by such Grantor of any Trademark Collateral does or may violate the rights of any Person, other than any such claim which would not cause a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(i) Such Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(j) Such Grantor has no knowledge of the existence of any Trademark or license agreement held or claimed by any other Person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person, as set forth in Schedule II), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any pending or threatened claim that would, if adversely decided, preclude or interfere with the business of such Grantor as currently carried on under any of the Trademark Collateral, other than in the case of any of the foregoing any such trademark, license agreement or claim that would not cause a Material Adverse Change.

SECTION 5. Further Assurances. (a) The Grantors shall from time to time, at their expense, promptly authorize, execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that any Agent may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Grantors will authorize, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as the Administrative Agent, in its Permitted Discretion, deems necessary or desirable, in order to perfect and preserve the security interest granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto (including, without

limitation, by recording this Agreement with the U.S. Patent and Trademark Office and its counterpart agencies in all foreign jurisdictions in which Trademarks are used) relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantors will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as any Agent may reasonably request, all in reasonable detail, all to the extent required by the Loan and Security Agreement.

(d) Each Grantor agrees that, should it obtain an ownership or any other interest in any Trademark or License, which is not a part of the Trademark Collateral as of the Closing Date, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such Trademark, together with the goodwill of the business connected with the use of same and symbolized by same, or License, shall automatically become Trademark Collateral, and (iii) with respect to any ownership interest in any Trademark or any exclusive license to a Trademark that Grantor is advised is the subject of an application or registration that such Grantor obtains, it shall give prompt written notice thereof to the Administrative Agent in accordance with Section 13 hereof. Each Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Administrative Agent in effecting any such amendment) to include any trademark or service mark registration or application for such Trademark or License, as applicable, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each material Trademark and License to which it is now or later becomes owner of or party to, each Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, making all necessary payments and filings in connection with registration, maintenance and renewal of Trademarks, in the U.S. Patent and Trademark Office and any other appropriate government agencies, or in any court, to (i) maintain each such Trademark and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings in the United States and any foreign jurisdictions in which the Grantor owns such Trademarks. Any expenses incurred in connection with such activities, as between Grantors and the Secured Parties, shall be borne solely by such Grantor. No Grantor shall discontinue use of or otherwise abandon any Trademark without the written consent of Administrative Agent, unless (i) a Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not cause a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Administrative Agent pursuant to the terms of Section 13 hereof, or (ii) such abandonment or failure to pursue such filing is expressly permitted under the Loan and Security Agreement.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I has been finally determined to have been abandoned or dedicated, except as a result of such Grantor's exercise of its rights under the last sentence of Section 4(e), or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any other appropriate government agencies in foreign jurisdictions, or in any court) regarding any item of the Trademark Collateral that would cause a Material Adverse Change.

(g) In the event that any Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and shall take such actions as such Grantor or the Administrative Agent reasonably deems appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not cause a Material Adverse Change. Any expense incurred in connection with such activities, as between Grantors and the Secured Parties, shall be borne solely by the Grantors.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice or other proper notice designation in connection with its use of each the trademarks and service marks contained in Schedule I in accordance with the applicable procedure, regulation or law of each applicable jurisdiction.

(i) Each Grantor shall continue to take all steps which it deems reasonably necessary to protect the material Trademark Collateral as required under the Loan and Security Agreement.

SECTION 6. Transfers and Other Liens. The Grantors shall not, (a) except for Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the security interest created by this Agreement or Permitted Liens.

SECTION 7. The Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Administrative Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Administrative Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Administrative Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Administrative Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Administrative Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Administrative Agent incurred in connection therewith shall be payable by the Grantors under Section 11.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Administrative Agent has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Administrative Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Trademark Collateral) and also may (i) require the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place to be designated by the Administrative Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Administrative Agent's rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation, and (iii) without notice except as

specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Grantors shall supply to the Administrative Agent or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Grantors' customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by applicable law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11) in whole or in part by the Administrative Agent for the ratable benefit of the Secured Parties against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan and Security Agreement. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of the Grantors under or otherwise in respect of the Trademark Collateral.

(d) All payments received by the Grantors under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons, the Bank Product Providers, the Hedge Product Providers and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantors will upon demand pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Secured Parties hereunder or (iv) the failure by the Grantors to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and, in the case of an amendment, by the Grantors and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Administrative Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. Any communications between the parties hereto or notices provided herein to be given shall be sent in accordance with the provisions of, and to the addresses set forth in, Section 12 of the Loan and Security Agreement, and if to any Grantor that is not a party to the Loan and Security Agreement, to the address set forth for the Administrative Borrower in the Loan and Security Agreement.

SECTION 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Administrative Agent and any Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement, along with its parallel rights under the Loan and Security Agreement, to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Administrative Agent or such Secured Party herein or otherwise, in each case as provided in Section 14 of the Loan and Security Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case, in the ordinary course of business), the Administrative Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, that (i) the Grantors shall have delivered to the Administrative Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any

expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by the Grantors to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may reasonably request and (ii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan and Security Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, the security interest granted hereby shall automatically terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the Grantors. Upon any such termination, the Administrative Agent will, at the Grantors' expense, authorize, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS AND ADMINISTRATIVE AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17.

SECTION 18. Waiver of Jury Trial. GRANTORS AND ADMINISTRATIVE AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS AND ADMINISTRATIVE AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 20. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

GRANTORS:

SAFETY-KLEEN HOLDCO., INC.,
a Delaware corporation, as a Grantor,

SK HOLDING COMPANY, INC.,
a Delaware corporation, as a Grantor,

SAFETY-KLEEN SYSTEMS, INC.,
a Wisconsin corporation, as a Grantor,

ECOGARD, INC.,
a Delaware corporation, as a Grantor,

SAFETY-KLEEN INTERNATIONAL, INC.,
a Delaware corporation, as a Grantor,

SAFETY-KLEEN OIL RECOVERY CO.,
a Delaware corporation, as a Grantor,

**ENVIRONMENTAL, ECOLOGICAL AND
ENGINEERING COMPANY,**
a California corporation, as a Grantor,

**THE SOLVENTS RECOVERY SERVICE OF NEW
JERSEY, INC.,**
a New Jersey corporation, as a Grantor,

SAFETY-KLEEN ENVIROSYSTEMS COMPANY,
a California corporation, as a Grantor

**SAFETY-KLEEN ENVIROSYSTEMS COMPANY OF
PUERTO RICO, INC.,**
an Indiana corporation, as a Grantor

By: 
Name: J. Robert Gary
Title: Senior Vice President

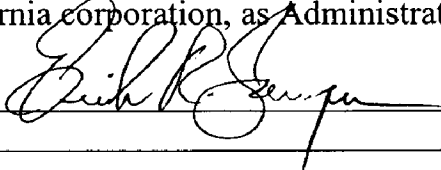
SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-525880

TRADEMARK
REEL: 002897 FRAME: 0614

Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Administrative Agent and Co-Collateral Agent

By: 
Title: _____

Exclusive Licenses

None