

07-26-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



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

Tab settings

102799123

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

1. Name of conveying party(ies):

Ableco Finance LLC

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

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

2. Name and address of receiving party(ies)

Name: Clean Harbors, Inc.

Internal

Address:

Street Address: 1501 Washington Street

City: Braintree State: MA Zip: 02184

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: 06/30/2004

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

A. Trademark Application No.(s) none

B. Trademark Registration No.(s) 1,577,066 and add'l trademarks on Schedule A

Additional number(s) attached Yes No

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

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 365

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy Signature

07/14/2004

Date

Total number of pages including cover sheet, attachments, and document: 4

07/23/2004 NBETACHE 00000046 1577066

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



07-16-2004

U.S. Patent & TMOs/TM Mail Rpt Dt. #72

TRADEMARK

REEL: 003013 FRAME: 0500

Schedule A

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>
CLEAN HARBORS	1,577,066
CLEAN HARBORS & DESIGN	1,578,328
EARTH ACADEMY	1,894,484
EARTH ACADEMY & DESIGN	1,908,234
RES & DESIGN	1,520,147
ROLLINS ENVIRONMENTAL SERVICES	2,052,342
HARBOR	40,997 (Massachusetts)
CLEANPACK	2,044,582-954
CLEANFUELS & DESIGN	2,226,520
CLEAN EXPRESS	2,155,581
CLEANLINK	2,110,627
CHOICE	2,307,897
CLEANER	2,307,514
SURECYCLE	1,720,761
HIS & DESIGN	2,472,241
HARBOR INDUSTRIAL SERVICES HIS & DESIGN	2,635,958
CUSTOMPACK	2,614,594
CLEANHARBORS CLEANPACK	2,645,326
HARBOR MANAGEMENT CONSULTANTS & DESIGN	2,340,368

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June 30, 2004 ("Effective Date") by and between Clean Harbors, Inc. ("Grantor"), and Ableco Finance LLC ("Grantee").\

WHEREAS, pursuant to the terms and conditions of that certain Assignment for Security (Trademarks) Agreement, dated as of September 6, 2002, (the "Trademark Security Agreement"), Grantor pledged, assigned and granted to Grantee a continuing first priority security interest in and lien on and right of set-off against all of its right, title and interest in and to its Collateral (as defined in the Trademark Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Collateral") together with the goodwill associated therewith;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement, dated as of September 6, 2002, as agent for certain lenders, (the "Security Agreement");

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral.

If and to the extent Grantee has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to Grantor.

Grantee shall take all further actions, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC, as Administrative Agent

By: [Signature]
Name: DANIEL WOLF
Title: S.V.P.

STATE OF NY)
 NY) SS.
COUNTY OF)

On this 28 day of June, there appeared before me Daniel Wolf, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of Ableco Finance LLC.

[Signature]
Notary Public

DAVID POGODA
Notary Public, State of New York
No. 01PO6092170
Qualified in New York County
Commission Expires May 12, 2007

Schedule A

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>
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