

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage-Crystal Clean, LLC		02/16/2005	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	Mail Code: MA5-100-09-08		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2240339	CRYSTAL CLEAN	
Registration Number:	2373512	CRYSTAL CLEAN	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin Brown & Wood LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 2240339

Date:

02/17/2005

Total Attachments: 5

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2005 is entered into between HERITAGE-CRYSTAL CLEAN, LLC, an Indiana limited liability Company ("Grantor") and Bank of America, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof between Grantor and Lender, (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make Loans and certain other financial accommodations to the Borrower; and

WHEREAS, in order to induce (i) Lender to enter into the Credit Agreement and the other Loan Documents, and (ii) Lender to make such Loans and other financial accommodations, Grantor has agreed to grant to the Lender, for itself and for the benefit of the other Secured Parties, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender for its benefit and the benefit of the other Secured Parties, a continuing first priority Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

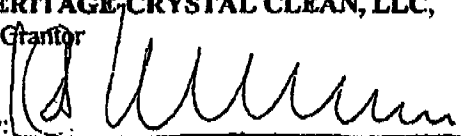
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HERITAGE CRYSTAL CLEAN, LLC,
as Grantor

By: 

Name: Joseph Chalhoub

Title: President and CEO

BANK OF AMERICA, N.A., as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**HERITAGE-CRYSTAL CLEAN, LLC,
as Grantor**

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A., as Lender

By: 

Name: **RICHARD D. HILL, JR.**

Title: **Managing Director**

Signature Page to Trademark Security Agreement

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

<u>Grantor's Name</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
Heritage Crystal Clean, LLC	2240339	April 20, 1999	Crystal Clean
Heritage Crystal Clean, LLC	2373512	July 6, 1999	Crystal Clean and Design