

Form PTO-1594 (rev 06/04) RECORDATION FORM COVER SHEET TRADEMARKS ONLY U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s): Wells Fargo Foothill, Inc. Individual(s) Association General Partnership Limited Partnership [X] Corporation - California Other: Citizenship Execution Date(s) April 7, 2005 Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? [X] Yes ___ No Name: Safety-Kleen Holdco, Inc. Internal Address: 5400 Legacy Drive Street Address: Cluster II, Building 3 City: Plano State: Texas Country: Zip: 75024 Association - Citizenship General Partnership - Citizenship Limited Partnership - Citizenship [X] Corporation - Citizenship Delaware Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached ___ Yes [X] No.

3. Nature of conveyance: ___ Assignment ___ Merger ___ Security Agreement ___ Change of Name ___ Government Interest Assignment [X] Other Release of Lien in Trademarks

4. Application number(s) or registration number(s): A. Trademark Application No(s): 78091911 76460832 78192064 78230844 78278193 B. Trademark Registration No(s): 918839 939055 1125019 1183410 1205741 1493807 1493903 1496177 1496478 1502737 1502824 1503281 1507691 1691114 1718814 Additional numbers attached? [X] Yes ___ No

5. Name and address of party to whom correspondence concerning document should be mailed: Jonathan Seiden, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-3697 Fax: (917) 777-3697 jseiden@skadden.com

6. Total number of applications and registrations involved: 53 7. Total fee (37 CFR 1.21(h) and 3.41) \$1,340 [X] All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 084720/2) 8. Payment Information Deposit Account No. 19-2385 Authorized user Name: Philip Bartels

9. Signature. [Signature] August 15, 2005 Signature Date Jonathan Seiden, Esq. Total number of pages including cover sheet, and documents: 12 Name of Person Signing

CIH \$1340.00 192385 78091911

CONTINUATION OF ITEM 2. Name and Address of Receiving Party(ies)

2. SK Holding Company, Inc. (a Delaware corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
3. Safety-Kleen Systems, Inc. (a Wisconsin corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
4. Ecogard, Inc. (a Delaware corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
5. Safety-Kleen International, Inc. (a Delaware corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
6. Safety-Kleen Oil Recovery Co. (a Delaware corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
7. Environmental, Ecological and Engineering Company (a California corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
8. The Solvents Recovery Service of New Jersey, Inc. (a New Jersey corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
9. Safety-Kleen EnviroSystems Company (a California corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024
10. Safety-Kleen EnviroSystems Company of Puerto Rico, Inc. (an Indiana corporation)
5400 Legacy Drive - Cluster II, Building 3 - Plano, Texas 75024

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	1787196
	1787197
	1861305
	1862111
	1867412
	1891392
	1905251
	1905252
	2039494
	2096936
	2139068

	2140925
	2147579
	2207231
	2233352
	2250097
	2265573
	2286346
	2343725
	2414118
	2429789
	2440082
	2445678
	2448992
	2539817
	2617678
	2680177
	2698821
	2704652
	2704652
	2704653
	2817530
	2832050
	2734713

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this [7]th day of April, 2005 by WELLS FARGO FOOTHILL, INC., located at One Boston Place, 18th Floor, Boston, Massachusetts 02108 (the "Assignor"), as Administrative Agent for the Lenders, in favor of SAFETY-KLEEN HOLDCO, INC., a Delaware corporation, SK HOLDING COMPANY, INC., a Delaware corporation, 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, and SAFETY-KLEEN ENVIROSYSTEMS COMPANY OF PUERTO RICO, INC., an Indiana corporation (collectively, the "Assignees" and each an "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Security Agreement or the Trademark Security Agreement (as each is respectively defined below).

WHEREAS, pursuant to the Loan and Security Agreement, dated December 19, 2003, between, among other parties, Assignor and Assignees (the "Security Agreement"), Each U.S. Borrower, including the Assignees, granted to Assignor, for the benefit of the Lender Group, the Bank Product Providers and the Hedge Product Providers (collectively, the "Secured Parties") a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Borrower Collateral, including the Trademark Collateral, 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 Borrowers of each of their covenants and duties under the Loan Documents.

WHEREAS, pursuant to the Patent Security Agreement, dated December 19, 2003, between, among other parties, Assignor and Assignees, Each Assignee granted to the Assignor for the benefit of the Secured Parties, a continuing security interest in all of such Assignee's right, title and interest in and to all currently existing and hereafter acquired or arising Trademark Collateral, including the Trademarks listed on Schedule 1, 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 Assignee or each of its covenants and duties under the Loan Documents.

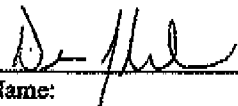
WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 30, 2003 at Reel/Frame 2897/0578.

WHEREAS, Assignor has agreed to release its security interest in the Trademark Collateral and assign, transfer, and grant all of its right, title and interest in the Trademark Collateral to Assignees.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in the Trademark Collateral, including the Trademarks listed on Schedule 1 and reverts Assignees with full right, title, and interest in the Trademark Collateral.

IN WITNESS WHEREOF, Assignor has caused this **RELEASE OF LIEN IN TRADEMARKS** to be duly executed as of the date above first written.


ASSIGNOR
WELLS FARGO FOOTHILL, INC.,
As Administrative Agent





By: 
Name: _____
Title:



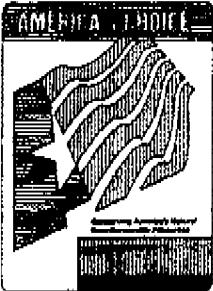


Schedule 1
Trademark Registrations and Applications



I. Marks and Applications:





U.S. TRADEMARK REGISTRATIONS



REG. NO.	TRADEMARK	ISSUE DATE	OWNER
918,839	SAFETY-KLEEN	08/24/1971	Safety-Kleen Systems, Inc.
939,055	SAFETY-KLEEN	07/25/1972	Safety-Kleen Systems, Inc.
1,125,019		09/11/1979	Safety-Kleen Systems, Inc.
1,183,410	SAFETY-KLEEN	12/29/1981	Safety-Kleen Systems, Inc.
1,205,741	SAFETY-KLEEN	08/17/1982	Safety-Kleen Systems, Inc.
1,493,807	SAFETY-KLEEN	06/28/1988	Safety-Kleen Systems, Inc.
1,493,903	SAFETY-KLEEN	06/28/1988	Safety-Kleen Systems, Inc.
1,496,177	SAFETY-KLEEN	07/12/1988	Safety-Kleen Systems, Inc.
1,496,478	SAFETY-KLEEN	07/19/1988	Safety-Kleen Systems, Inc.
1,502,737	SAFETY-KLEEN	09/06/1988	Safety-Kleen Systems, Inc.

REG. NO.	TRADEMARK	ISSUE DATE	OWNER
1,502,824		09/06/1988	Safety-Kleen Systems, Inc.
1,503,281		09/06/1988	Safety-Kleen Systems, Inc.
1,507,691		10/11/1988	Safety-Kleen Systems, Inc.
1,691,114	FINISH LINE	06/09/1992	Safety-Kleen Systems, Inc.
1,718,814	FIRST RECOVERY	09/22/1992	Safety-Kleen Systems, Inc.
1,787,196		08/10/1993	Safety-Kleen Systems, Inc.
1,787,197	WE CARE	08/10/1993	Safety-Kleen Systems, Inc.

REG. NO.	TRADEMARK	ISSUE DATE	OWNER
1,861,305		11/01/1994	Safety-Kleen Systems, Inc.
1,862,111		11/08/1994	Safety-Kleen Systems, Inc.
1,867,412	AMERICA'S PRIDE	12/13/1994	Safety-Kleen Systems, Inc.
1,891,392	ENVIRO- SYSTEMS	04/25/1995	Safety-Kleen Systems, Inc.
1,905,251	AMERICA'S CHOICE	07/18/1995	Safety-Kleen Systems, Inc.
1,905,252		07/18/1995	Safety-Kleen Systems, Inc.
2,039,494		02/18/1997	Safety- Kleen Systems, Inc.
2,096,936	AQUAWORKS	09/16/1997	Safety-Kleen Systems, Inc.
2,139,068		02/24/1998	Safety-Kleen Systems, Inc.

REG. NO.	TRADEMARK	ISSUE DATE	OWNER
2,140,925	FIRST-RECOVERY	03/03/1998	Safety-Kleen Systems, Inc.
2,147,579	SUPERCAN	03/31/1998	Safety-Kleen Systems, Inc.
2,207,231	CONTINUED USE	12/01/1998	Safety-Kleen Systems, Inc.
2,233,352		03/23/1999	Safety-Kleen Systems, Inc.
2,250,097	SILVER KLEEN	06/01/1999	Safety-Kleen Systems, Inc.
2,265,573	THE POWER OF WATER	07/27/1999	Safety-Kleen Systems, Inc.
2,286,346	PROMAX	10/12/1999	Safety-Kleen Systems, Inc.
2,343,725	CABPAK	04/18/2000	Safety-Kleen Systems, Inc.
2,414,118		12/19/2000	Safety-Kleen Systems, Inc.
2,429,789	SAFETY-KLEEN	02/20/2001	Safety-Kleen Systems, Inc.
2,440,082	WE CARE	04/03/2001	Safety-Kleen Systems, Inc.

REG. NO.	TRADEMARK	ISSUE DATE	OWNER
2,445,678		04/24/2001	Safety-Kleen Systems, Inc.
2,448,992	JUST ASK	05/08/2001	Safety-Kleen Systems, Inc.
2,539,817	SAFETY-KLEEN COOLANT MANAGEMENT SERVICE	02/19/2002	Safety-Kleen Systems, Inc.
2,617,678		09/10/2002	Safety-Kleen Systems, Inc.
2,680,177	MINIMIZER	01/28/2003	Safety-Kleen Systems, Inc.
2,698,821	SAFETY BLAST	03/18/2003	Safety-Kleen Systems, Inc.
2,704,652		04/08/2003	Safety-Kleen Canada Inc.
2,704,653		04/08/2003	Safety-Kleen Canada Inc.
2,817,530	SAFETY-KLEEN	02/24/2004	Safety-Kleen

REG. NO.	TRADEMARK	ISSUE DATE	OWNER
			Systems, Inc.
2,832,050		04/13/2004	Safety-Kleen Systems, Inc.
2,734,713		07/08/2003	Safety-Kleen Canada Inc.

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

U.S. PENDING TRADEMARK APPLICATIONS

SERIAL NO.	FILING DATE	TRADEMARK	OWNER
78/091,911	11/06/01	PERFORMANCE PLUS	Safety-Kleen Canada Inc.
76/460,832	10/22/02	PRIDE IN SERVICE	Safety-Kleen Systems, Inc.
78/192,064	12/06/02	THERMO-KLEEN	Safety-Kleen Systems, Inc.
78/230,844	03/27/03	RECYCLE-KLEEN	Safety-Kleen Systems, Inc.
78/278,193	07/24/03	COOLANT PRO	Safety-Kleen Systems, Inc.