

**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
Clean Harbors, Inc.		08/14/2009	CORPORATION: MASSACHUSETTS
Clean Harbors Environmental Services, Inc.		08/14/2009	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	One Federal Street
Internal Address:	Attn: Clean Harbors
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1578328	CLEANHARBORS
Registration Number:	2044852	CLEANPACK
Registration Number:	2110627	CLEANLINK
Registration Number:	2307897	CHOICE
Registration Number:	2307514	CLEANER
Registration Number:	2472241	HIS
Registration Number:	2635958	HARBOR INDUSTRIAL SERVICES HIS
Registration Number:	2614594	CUSTOMPACK
Registration Number:	2645326	CLEANHARBORS CLEANPACK
Registration Number:	3022756	CLEANHARBORS ENVIRONMENTAL SERVICES
Registration Number:	1577066	CLEAN HARBORS

CH \$290.00 1578328

CORRESPONDENCE DATA

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	098007
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/17/2009

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 14, 2009 is made by Clean Harbors, Inc., a Massachusetts Corporation, located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061 ("Clean Harbors") and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061 ("Clean Harbor Environmental" and, together with Clean Harbors, the "Grantors"), in favor of U.S. Bank National Association, as Collateral Agent (the "Agent") pursuant to an indenture, dated as of August 14, 2009 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Clean Harbors, Inc., a Massachusetts corporation ("Company") and U.S. Bank National Association, as trustee (the "Trustee") on behalf of the holders of the Notes (as defined below) (the "Holders").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Holders have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, each of the Grantors and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of August 14, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each of the Grantors pledged and granted to the Agent for the benefit of the Secured Parties, a security interest in all of the Grantors' Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes pursuant to the Indenture, each of the Grantors agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. Each of the Grantors hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon and during occurrence of an Event of Default, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Note Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CLEAN HARBORS, INC.**

By: 

Name: James M. Rutledge

Title: Executive Vice President and  
Chief Financial Officer

**CLEAN HARBORS ENVIRONMENTAL  
SERVICES, INC.**

By: 

Name: James M. Rutledge

Title: Executive Vice President

[Trademark Security Agreement]

U.S. Bank National Association,  
as Collateral Agent for the Secured Parties

By: *Karen R. Beard*  
Name: **Karen R. Beard**  
Title: **Vice President**

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004046 FRAME: 0452**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
CLEAN HARBORS	No. 1,577,066	Clean Harbors, Inc.
CLEAN HARBORS & DESIGN	No. 1,578,328	Clean Harbors, Inc.
CLEANPACK	No. 2,044,852	Clean Harbors Environmental Services, Inc.
CLEANLINK	No. 2,110,627	Clean Harbors Environmental Services, Inc.
CHOICE	No. 2,307,897	Clean Harbors Environmental Services, Inc.
CLEANER	No. 2,307,514	Clean Harbors Environmental Services, Inc.
HIS & DESIGN	No. 2,472,241	Clean Harbors Environmental Services, Inc.
HARBOR INDUSTRIAL SERVICES HIS & DESIGN	No. 2,635,958	Clean Harbors Environmental Services, Inc.
CUSTOMPACK	No. 2,614,594	Clean Harbors Environmental Services, Inc.
CLEANHARBORS CLEANPACK	No. 2,645,326	Clean Harbors Environmental Services, Inc.
CLEAN HARBORS ENVIRONMENTAL SERVICES & DESIGN	No. 3,022,756	Clean Harbors Environmental Services, Inc.