

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 CATALYST TECHNOLOGIES, LLC		12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
CLEAN HARBORS INDUSTRIAL SERVICES, INC.		12/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	225 Franklin Street
Internal Address:	MA 1-225-02-05
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77660528	ARC
Serial Number:	77398358	SMART PIG IT
Registration Number:	1082012	CAT TECH
Registration Number:	1103595	C
Registration Number:	2925821	CATCAP

CORRESPONDENCE DATA

Fax Number: (713)623-4846
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-623-4844
 Email: PSDocketing@pattersonsheridan.com
 Correspondent Name: PATTERSON & SHERIDAN, L.L.P.
 Address Line 1: 3040 Post Oak Boulevard

OP \$140.00 77660528

Address Line 2: Suite 1500
Address Line 4: Houston, TEXAS 77056-6582

ATTORNEY DOCKET NUMBER:	EVRD/0001 027024
NAME OF SUBMITTER:	Kay Haggard, Paralegal
Signature:	/Kay Haggard/
Date:	12/31/2009

Total Attachments: 5
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 31, 2009 is made by Clean Harbors Catalyst Technologies, LLC, a Delaware limited liability company located at 1905 Jasmine Bldg., Pasadena, CA 77503, and Clean Harbors Industrial Services, Inc., a Delaware corporation located at 9856 Steelman St., Houston, TX 77017 (collectively, the “Grantor”), in favor of Bank of America, N.A., as Administrative Agent (the “Agent”) pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 31, 2009 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Clean Harbors, Inc. (the “Company”), the lenders from time to time party thereto (the “Lenders”), and Bank of America, N.A., as administrative agent (the “Administrative Agent”) on behalf of the Secured Parties and as Swing Line Lender and L/C Issuer (each as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and the L/C Issuer has agreed to issue Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of July 31, 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, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties, a security interest in all of the Grantor’s Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor 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 Lenders to make Loans and the L/C Issuer to issue Letters of Credit pursuant to the Credit Agreement, the Grantor 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 Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor 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 the Grantor 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. The Grantor 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 Collateral 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.

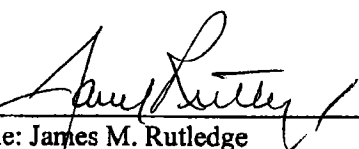
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[remainder of page intentionally left blank]

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.

GRANTORS

**CLEAN HARBORS CATALYST TECHNOLOGIES,
LLC
CLEAN HARBORS INDUSTRIAL SERVICES, INC.**

By: 
Name: James M. Rutledge
Title: Executive Vice President and
Chief Financial Officer

BANK OF AMERICA, N.A.,

as Administrative Agent for the Secured Parties

By: _____
Name:
Title:


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.

GRANTORS

**CLEAN HARBORS CATALYST TECHNOLOGIES,
LLC
CLEAN HARBORS INDUSTRIAL SERVICES, INC.**

By: _____
Name: James M. Rutledge
Title: Executive Vice President and
Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By:  _____
Name: CHRISTOPHER M. Olden
Title: V.P.

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/Grantor	Trademark	Registration No.	Application No.
Clean Harbors Catalyst Technologies, LLC	ARC and Design		77/660,528
Clean Harbors Catalyst Technologies, LLC	Cat Tech	1,082,012	73/121.484
Clean Harbors Catalyst Technologies, LLC	Cat Tech Design	1,103,595	73/121,967
Clean Harbors Catalyst Technologies, LLC	CATcap	2,925,821	78/191,958
Clean Harbors Industrial Services, Inc.	Smart Pig IT		77/398,358