

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		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	225 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4029098	SAMS	
Registration Number:	4044655	SOFTLOAD	
Registration Number:	3066520	CATABOTICS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2004103.0024		
NAME OF SUBMITTER:	Elizabeth A. Walker		

OP \$90.00 4029098

Signature:	/Elizabeth A. Walker/
Date:	12/28/2012
Total Attachments: 6 source=Clean Harbors - Catalyst Trademark Security Agreement#page1.tif source=Clean Harbors - Catalyst Trademark Security Agreement#page2.tif source=Clean Harbors - Catalyst Trademark Security Agreement#page3.tif source=Clean Harbors - Catalyst Trademark Security Agreement#page4.tif source=Clean Harbors - Catalyst Trademark Security Agreement#page5.tif source=Clean Harbors - Catalyst Trademark Security Agreement#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS effective as of December 27, 2012 (“Agreement”), is made by Clean Harbors Catalyst Technologies, LLC, a Delaware limited liability company, located at 1905 Jasmine Building, Pasadena, TX 77503 (the “Grantor”), in favor of Bank of America, N.A., as Administrative Agent (the “Agent”) under to that certain Third Amended and Restated Credit Agreement, dated as of May 31, 2011 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Clean Harbors, Inc. (the “U.S. Borrower”), Clean Harbors Industrial Services Canada, Inc. (the “Canadian Borrower”), the lenders from time to time party thereto (collectively, the “Lenders”), and Bank of America, N.A., as Administrative Agent (in such capacity, the “Agent”). Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and other financial accommodations to the U.S. Borrower and the Canadian Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the U.S. Borrower have executed and delivered a Security Agreement (U.S. Domiciled Loan Parties) dated as of May 31, 2011 in favor of the Agent (as amended, restated, supplemented or modified from time to time, 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 now owned or hereafter acquired by the Grantor; 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 other financial accommodations to the U.S. Borrower and the Canadian Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and 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, as applicable.

2. Grant of Security Interest. Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand by the Agent made upon and during the occurrence of an Event of Default, all of Grantor's right, title and interest in, to and under the Trademarks now owned or hereafter acquired by Grantor (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 (as defined in the Security Agreement).

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 U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, and all other government offices in the countries in which the Trademarks have been filed and/or registered (should Agent so wish to record). The security interest granted hereby has been granted to the Agent, for the benefit of 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 Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

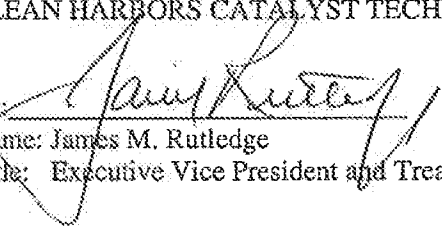
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Security Documents, the terms and 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.

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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 CATALYST TECHNOLOGIES, LLC

By: 
Name: James M. Rutledge
Title: Executive Vice President and Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Christopher M. O'Halloran
Title: Senior Vice President

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004931 FRAME: 0236

SCHEDULE A

U.S. Trademarks

Trademark	Serial No. / Registration No.	Status	Filing Date / Registration Date
SAMS	4029098	Registered	9/20/2011
SOFTLOAD	4044655	Registered	10/25/2011
CATABOTICS	3066520	Registered	3/7/2006

Foreign Trademarks

Trademark	Country	Serial No. / Reg. No.	Status	Registration/Issue Date
SAMS	Canada	TMA761634	Registered	3/12/2010
SOFTLOAD	Canada	1523674	Allowed	Decl. of Use/Reg. fee due by May 2, 2013
SOFTLOAD	Madrid – International Registration	1093759	Registered	9/22/2011
SOFTLOAD	Australia	1093759	Registered under the IR – Statement of Grant of Protection issued	8/3/2012
SOFTLOAD	Bahrain	1093759	Designated under the IR – no decision yet	
SOFTLOAD	China	1093759	Registered under the IR – Statement of Grant of Protection issued	9/7/2012
SOFTLOAD	European Community	1093759	Registered under the IR – Statement of Grant of Protection issued	8/29/2012
SOFTLOAD	Iran	1093759	Designated under the IR – no decision yet	
SOFTLOAD	Japan	1093759	Registered under the IR – Statement of Grant of Protection	4/5/2012

			issued	
Trademark	Country	Serial No./Reg. No.	Status	Registration/Issue Date
SOFTLOAD	Korea	1093759	Registered under the IR – Statement of Grant of Protection issued	7/17/2012
SOFTLOAD	Norway	1093759	Registered under the IR – Statement of Grant of Protection issued	7/6/2012
SOFTLOAD	Oman	1093759	Designated under the IR – no decision yet	
SOFTLOAD	Russia	1093759	Registered under the IR – Statement of Grant of Protection issued	7/11/2012
SOFTLOAD	Singapore	IR no.: 1093759 Singapore TM No.: T1115147F	Registered under the IR – Statement of Grant of Protection issued	7/6/2012
SOFTLOAD	Syrian Arab Republic	1093759	Registered under the IR – Statement of Grant of Protection issued	9/19/2012
SOFTLOAD	Viet Nam	1093759	Registered under the IR – Statement of Grant of Protection issued	11/15/2012