

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon	FORMERLY The Bank of New York	07/22/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Clean Earth, Inc.		
Street Address:	334 SOUTH WARMINSTER ROAD		
City:	Hatboro		
State/Country:	PENNSYLVANIA		
Postal Code:	19040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1740437	CLEAN EARTH	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009139		
NAME OF SUBMITTER:	Sally Sexton		
Signature:	/sallysexton/		

Date:

09/18/2013

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS**, dated as of July 22, 2013 (“Release”), is made by **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), as administrative agent (“Administrative Agent”) for itself and its successors and permitted assigns, in favor of **CLEAN EARTH, INC.**, a Delaware corporation (the “Pledgor”).

WHEREAS, pursuant to a Second Lien Security Agreement, dated as of October 17, 2005 (the “Security Agreement”), by and among Pledgor, the other parties thereto and the Canadian Imperial Bank of Commerce, acting through its New York Agency as the original administrative agent, and pursuant to the Trademark Security Agreement, dated as of October 17, 2005 (“Original Trademark Security Agreement”), executed by Pledgor in favor of Administrative Agent, Pledgor has granted to Administrative Agent a lien on and security interest in and to all right, title and interest in certain trademarks of Pledgor described therein;

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of February 1, 2008 (as amended, restated, amended and restated, extended, refinanced, replaced, modified or otherwise supplemented prior to the date hereof, including as amended by that Waiver and First Amendment to Amended and Restated Second Lien Credit Agreement, dated as of March 4, 2013), by and among the Pledgor, the lender parties thereto, the other parties thereto, and the Administrative Agent, and pursuant to the Amended and Restated Second Lien Trademark Security Agreement, dated as of February 1, 2008 (“Trademark Security Agreement”), executed by Pledgor in favor of Administrative Agent, Pledgor has granted to Administrative Agent a lien on and security interest in and to all right, title and interest in certain trademarks of Pledgor described therein (the “Trademark Collateral”);

WHEREAS, the Original Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on November 3, 2005 at Reel 003186, Frame 0918;

WHEREAS, the Trademark Security Agreement was recorded at the USPTO on February 13, 2008 at Reel 003718, Frame 0406; and

WHEREAS, Administrative Agent now desires to terminate, release and discharge the entirety of its lien on and security interest in and to all right, title and interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent and Pledgor agree as follows:

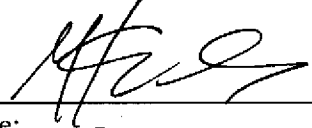
SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

SECTION 2. Termination and Release. The Administrative Agent hereby terminates, releases, and discharges its lien on and security interest in and to all right, title and interests in the Trademark Collateral, including, without limitation, the Trademarks of the Pledgor listed in Schedule A attached hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing; terminates the Trademark Security Agreement; and authorizes the recordation of this Release with the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interests in Trademarks to be duly executed as of the date first set forth above.

THE BANK OF NEW YORK MELLON, as
Administrative Agent

By: 
Name: Melinda Valentine
Title: Vice President

Schedule A
U.S. Trademarks

Registered Marks

Record Owner	Mark	Type of Mark	Registration #	Registration Date
Clean Earth, Inc.	CLEAN EARTH	WORD	1,740,437	12/15/1992

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