

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FCC Environmental, LLC		10/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2213656	C H SURETEMP ANTIFREEZE COOLANT	
CORRESPONDENCE DATA			
Fax Number:	6175747658		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-574-3518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	11/13/2014		
Total Attachments: 5			
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OP \$40.00 2213656

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of October 16, 2014 is entered into between FCC ENVIRONMENTAL, LLC, a Delaware limited liability company ("Grantor") in favor of Bank of America, N.A., as administrative agent (in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of February 5, 2013 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among Heritage-Crystal Clean, LLC, an Indiana limited liability company (the "Borrower"), Heritage-Crystal Clean, Inc., a Delaware corporation ("Holdings"), certain Subsidiaries of the Borrower party thereto from time to time (together with Holdings, the "Guarantors" and together with the Borrower, the "Loan Parties"), the lending institutions which are or may become parties thereto (hereinafter, collectively, the "Lenders") and the Administrative Agent; and

WHEREAS, in order to induce (i) Lenders to enter into the Credit Agreement and the other Loan Documents, and (ii) Lenders to make such Loans and other financial accommodations, Grantor has agreed to grant to each Lender, for itself and for the benefit of the other Secured Parties, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Intellectual Property Security Agreement, dated as of February 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") or if not defined therein, the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender for its benefit and the benefit of the other Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

A. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

B. all reissues, continuations or extensions of the foregoing;

C. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


D. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, on behalf of itself and the other Secured Parties, pursuant to the IP Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FCC ENVIRONMENTAL, LLC, as Grantor




Name: Greg Ray
Title: Vice President

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005400 FRAME: 0613

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Maria F. Maia

Title: Managing Director

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005400 FRAME: 0614

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Grantor's Name	Registration No.	Issue Date	Mark
Hydrocarbon Recovery Services, Inc.	2213656	December 29, 1998	C H SURETEMP ANTIFREEZE COOLANT AND DESI