

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clean Harbors, Inc.		06/30/2017	Corporation: MASSACHUSETTS
Clean Harbors Environmental Services, Inc.		06/30/2017	Corporation: MASSACHUSETTS
Emerald Services, Inc.		06/30/2017	Corporation: WASHINGTON
Evergreen Oil, Inc.		06/30/2017	Corporation: CALIFORNIA
Safety-Kleen Systems, Inc.		06/30/2017	Corporation: WISCONSIN
Clean Harbors Wichita, LLC		06/30/2017	Limited Liability Company: DELAWARE
Thermo Fluids Inc.		06/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC, as Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	2044852	CLEANPACK
Registration Number:	2110627	CLEANLINK
Registration Number:	2614594	CUSTOMPACK
Registration Number:	2645326	CLEANHARBORS CLEANPACK
Registration Number:	4453308	INSITE SERVICES
Registration Number:	4536049	ENVIROSORT
Registration Number:	1577066	CLEAN HARBORS
Registration Number:	1578328	CLEANHARBORS
Registration Number:	4735069	SAFETY STARTS WITH ME: LIVE IT 3-6-5
Registration Number:	5189798	ONECONTAINER
Registration Number:	3068940	RECYCLE-KLEEN

OP \$2090.00 2044852

Property Type	Number	Word Mark
Registration Number:	1205741	SAFETY-KLEEN
Registration Number:	1183410	SAFETY-KLEEN
Registration Number:	1125019	SK SAFETY-KLEEN
Registration Number:	1507691	SK SAFETY KLEEN
Registration Number:	1503281	SAFETY-KLEEN SK
Registration Number:	1502824	SAFETY-KLEEN
Registration Number:	1493807	SAFETY-KLEEN
Registration Number:	1496478	SAFETY-KLEEN
Registration Number:	1493903	SAFETY-KLEEN
Registration Number:	1496177	SAFETY-KLEEN
Registration Number:	1787196	WE CARE.
Registration Number:	1787197	WE CARE
Registration Number:	1905251	AMERICA'S CHOICE
Registration Number:	1905252	AMERICA'S CHOICE
Registration Number:	2096936	AQUAWORKS
Registration Number:	2147579	SUPERCAN
Registration Number:	2440082	WE CARE
Registration Number:	2445678	WE CARE. WE RECYCLE. WE USE SAFETY-KLEEN
Registration Number:	2140925	FIRSTRECOVERY
Registration Number:	2139068	
Registration Number:	2414118	SK
Registration Number:	2429789	SAFETY-KLEEN
Registration Number:	2617678	WE CARE
Registration Number:	2680177	MINIMIZER
Registration Number:	918839	SAFETY-KLEEN
Registration Number:	2945774	PERFORMANCE PLUS
Registration Number:	939055	SAFETY-KLEEN
Registration Number:	2817530	SAFETY-KLEEN
Registration Number:	2832050	SK
Registration Number:	2925162	MODEL 30
Registration Number:	3090040	KLEENMIST
Registration Number:	3211478	KHAMELEON
Registration Number:	3220967	FLUIDKLEEN
Registration Number:	3421715	AQ-1
Registration Number:	3891707	ECO POWER
Registration Number:	3333200	NF 1000 ICE BREAKER
Registration Number:	3720779	SK
Registration Number:	2282526	VISIBLE SOLUTIONS

Property Type	Number	Word Mark
Registration Number:	3653677	SAFETY-KLEEN MOTOR SPORTS
Registration Number:	4023524	MAKE GREEN WORK
Registration Number:	4377080	AMERICA'S CHOICE
Registration Number:	4893323	ECOADDZ
Registration Number:	4524363	FLUIDKLEEN
Registration Number:	4619602	SAFETY KLEEN
Registration Number:	4710358	PROTECTION CHOICES PEOPLE
Registration Number:	4575194	ECO POWER
Registration Number:	4627225	MAKE GREEN WORK
Registration Number:	4622316	REVO 3000
Registration Number:	4914543	ECOPOWER
Registration Number:	4914544	ECOPOWER
Registration Number:	4481336	ECO POWER
Registration Number:	4006710	PERFORMANCE PLUS MOTOR OIL
Registration Number:	5000364	KLEEN PERFORMANCE PRODUCTS
Registration Number:	5000365	KLEEN PERFORMANCE PRODUCTS
Registration Number:	4508825	EMERALD
Registration Number:	4686712	EMERALD
Registration Number:	4952680	SECURING A GREENER TOMORROW
Registration Number:	5022509	E
Registration Number:	2039494	FIRSTRECOVERY
Registration Number:	1861305	S SAFETY-KLEEN. THE WE CARE COMPANY
Registration Number:	1867412	AMERICA'S PRIDE
Registration Number:	1636629	EVERGREEN
Registration Number:	4735998	ECOCLEAR
Registration Number:	4786423	ECO CLEAR
Registration Number:	4735997	PURE SUSTAINABILITY
Registration Number:	1832570	21 C
Registration Number:	4152853	GREEN SHIELD SERVICES
Registration Number:	3590451	THERMO FLUIDS
Registration Number:	2210793	READY FILL
Serial Number:	87237844	CLEAN HARBORS
Serial Number:	87237838	CLEANHARBORS
Serial Number:	87385902	OILPLUS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

REEL: 006096 FRAME: 0709

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/30/2017

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 30, 2017 is made by Clean Harbors, Inc., a Massachusetts corporation, located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061, Clean Harbors Environmental Services, Inc., a Massachusetts corporation, located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061, Emerald Services, Inc., a Washington corporation, located at 7343 East Marginal Way South, Seattle, WA, Evergreen Oil, Inc., a California corporation, located at 2415 Campus Drive, Suite 225, Irvine, CA 92612, Safety-Kleen Systems, Inc., a Wisconsin corporation, located at 1000 North Randall Road, Elgin, IL 60123, Clean Harbors Wichita, LLC, a Delaware limited liability company, located at 2932 North Ohio Street, Wichita, KS 67219, Thermo Fluids Inc., a Delaware corporation, located at 8925 E. Pima Center PKWY #105, Scottsdale, Arizona 85258 (each a “Grantor” and together, the “Grantors”), in favor of Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (the “Agent”) under that certain Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Clean Harbors, Inc., a Massachusetts corporation (the “Borrower”), the lenders from time to time party thereto and the Agent.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrower have executed and delivered that certain Security Agreement (as amended, restated, supplemented or modified from time to time, the “Security Agreement”) dated as of June 30, 2017, in favor of the Agent;

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

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each 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. Each 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 such 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 Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grants 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 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 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.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without giving effect to principles of conflicts of laws other than Section 5-1401 and Section 5-1402 of the General Obligations Laws of the State of New York).

[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.

CLEAN HARBORS, INC.

By: *M L Battles*
Name: Michael L. Battles
Title: Executive Vice President and
Chief Financial Officer

**CLEAN HARBORS ENVIRONMENTAL SERVICES,
INC.**

EMERALD SERVICES, INC.

EVERGREEN OIL, INC.

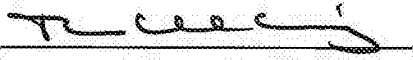
SAFETY-KLEEN SYSTEMS, INC.

CLEAN HARBORS WICHITA, LLC

THERMO FLUIDS INC.

By: *M L Battles*
Name: Michael L. Battles
Title: Executive Vice President

GOLDMAN SACHS LENDING PARTNERS LLC,
as Agent

By: 

Name:

Title:

Thomas M. Manning
Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Clean Harbors Environmental Services, Inc.	2044852	CLEANPACK
Clean Harbors Environmental Services, Inc.	2110627	CLEANLINK
Clean Harbors Environmental Services, Inc.	2614594	CUSTOMPACK
Clean Harbors Environmental Services, Inc.	2645326	CLEANHARBORS CLEANPACK
Clean Harbors Environmental Services, Inc.	4453308	INSITE SERVICES
Clean Harbors, Inc.	4536049	ENVIROSORT
Clean Harbors, Inc.	1577066	CLEAN HARBORS
Clean Harbors, Inc.	1578328	CLEAN HARBORS & DESIGN
Clean Harbors, Inc.	4735069	SAFETY STARTS WITH ME: LIVE IT 3-6-5
Clean Harbors Environmental Services, Inc.	5189798	OneContainer
Safety-Kleen Systems, Inc.	3068940	RECYCLE-KLEEN
Safety-Kleen Systems, Inc.	1205741	SAFETY-KLEEN
Safety-Kleen Systems, Inc.	1183410	SAFETY-KLEEN
Safety-Kleen Systems, Inc.	1125019	SAFETY KLEEN & LOGO
Safety-Kleen Systems, Inc.	1507691	SAFETY KLEEN & DESIGN
Safety-Kleen Systems, Inc.	1503281	SK LOGO & DESIGN
Safety-Kleen Systems, Inc.	1502824	SK SAFETY KLEEN & DESIGN
Safety-Kleen Systems, Inc.	1493807	SAFETY KLEEN
Safety-Kleen Systems, Inc.	1496478	SAFETY KLEEN
Safety-Kleen Systems, Inc.	1493903	SAFETY KLEEN
Safety-Kleen Systems, Inc.	1496177	SAFETY KLEEN
Safety-Kleen Systems, Inc.	1787196	WE CARE AND DESIGN
Safety-Kleen Systems, Inc.	1787197	WE CARE
Safety-Kleen Systems, Inc.	1905251	AMERICA'S CHOICE
Safety-Kleen Systems, Inc.	1905252	AMERICA'S CHOICE (AND DESIGN)
Safety-Kleen Systems, Inc.	2096936	AQUAWORKS
Safety-Kleen Systems, Inc.	2147579	SUPERCAN
Safety-Kleen Systems, Inc.	2440082	WE CARE
Safety-Kleen Systems, Inc.	2445678	WE CARE and Design
Safety-Kleen Systems, Inc.	2140925	FIRSTRECOVERY
Safety-Kleen Systems, Inc.	2139068	SWIRL DESIGN
Safety-Kleen Systems, Inc.	2414118	SK (logo)
Safety-Kleen Systems, Inc.	2429789	SAFETY-KLEEN
Safety-Kleen Systems, Inc.	2617678	WE CARE & DESIGN
Safety-Kleen Systems, Inc.	2680177	MINIMIZER
Safety-Kleen Systems, Inc.	918839	SAFETY-KLEEN
Safety-Kleen Systems, Inc.	2945774	PERFORMANCE PLUS

Safety-Kleen Systems, Inc.	939055	SAFETY KLEEN
Safety-Kleen Systems, Inc.	2817530	SAFETY-KLEEN
Safety-Kleen Systems, Inc.	2832050	SK (logo)
Safety-Kleen Systems, Inc.	2925162	MODEL 30
Safety-Kleen Systems, Inc.	3090040	KLEENMIST
Safety-Kleen Systems, Inc.	3211478	KHAMELEON
Safety-Kleen Systems, Inc.	3220967	FLUIDKLEEN
Safety-Kleen Systems, Inc.	3421715	AQ-1
Safety-Kleen Systems, Inc.	3891707	ECO POWER
Safety-Kleen Systems, Inc.	3333200	NF 1000 ICE BREAKER
Safety-Kleen Systems, Inc.	3720779	SK (logo)
Safety-Kleen Systems, Inc.	2282526	VISIBLE SOLUTIONS (stylized)
Safety-Kleen Systems, Inc.	3653677	SAFETY-KLEEN MOTOR SPORTS
Safety-Kleen Systems, Inc.	4023524	MAKE GREEN WORK
Safety-Kleen Systems, Inc.	4377080	AMERICA'S CHOICE (STYLIZED AND/OR WITH DESIGN)
Safety-Kleen Systems, Inc.	4893323	ECOADDZ
Safety-Kleen Systems, Inc.	4524363	FLUIDKLEEN
Safety-Kleen Systems, Inc.	4619602	safety-kleen (stylized)
Safety-Kleen Systems, Inc.	4710358	PROTECTION-CHOICES-PEOPLE
Safety-Kleen Systems, Inc.	4575194	ECO POWER (STYLIZED AND/OR WITH DESIGN)
Safety-Kleen Systems, Inc.	4627225	MAKE GREEN WORK
Safety-Kleen Systems, Inc.	4622316	REVO 3000
Safety-Kleen Systems, Inc.	4914543	ECOPOWER
Safety-Kleen Systems, Inc.	4914544	ECOPOWER (STYLIZED)
Safety-Kleen Systems, Inc.	4481336	ECO POWER
Safety-Kleen Systems, Inc.	4006710	PERFORMANCE PLUS MOTOR OIL
Clean Harbors, Inc.	5000364	KLEEN PERFORMANCE PRODUCTS
Clean Harbors, Inc.	5000365	KLEEN PERFORMANCE PRODUCTS (stylized)
Emerald Services, Inc.	4508825	EMERALD
Emerald Services, Inc.	4686712	EMERALD
Emerald Services, Inc.	4952680	SECURING A GREENER TOMORROW
Emerald Services, Inc.	5022509	E (drop design)
Safety-Kleen Systems, Inc.	2039494	FIRSTRECOVERY
Safety-Kleen Systems, Inc.	1861305	S SAFETY-KLEEN. THE WE CARE COMPANY
Safety-Kleen Systems, Inc.	1867412	AMERICA'S PRIDE
Evergreen Oil, Inc.	1636629	EVERGREEN
Clean Harbors Wichita, LLC (f/k/a Universal Lubricants, LLC)	4735998	ECOCLEAR
Clean Harbors Wichita, LLC (f/k/a Universal Lubricants, LLC)	4786423	ECO CLEAR
Clean Harbors Wichita, LLC (f/k/a Universal Lubricants, LLC)	4735997	PURE SUSTAINABILITY
Clean Harbors Wichita, LLC (f/k/a Universal Lubricants, LLC)	1832570	21 C
Thermo Fluids Inc.	4152853	GREEN SHIELD SERVICES
Thermo Fluids, Inc.	3590451	THERMO FLUIDS
Thermo Fluids, Inc.	2210793	READY FILL

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Clean Harbors, Inc	87237844	CLEAN HARBORS
Clean Harbors, Inc	87237838	CLEANHARBORS (design logo)
Safety-Kleen Systems, Inc.	87385902	OilPlus