

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARBER Holdings, Inc.		10/08/2021	Corporation: DELAWARE
Global Vapor Control, Inc.		10/08/2021	Corporation: TEXAS
HydroChem LLC		10/08/2021	Limited Liability Company: DELAWARE
PSC Industrial Outsourcing, LP		10/08/2021	Limited Partnership: DELAWARE
PSC LDAR Services, LLC		10/08/2021	Limited Liability Company: DELAWARE
HPC PetroServ, Inc.		10/08/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	MA5-100-09-12		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2119023	HYDROCHEM	
Registration Number:	4080978	ZE-VAC	
Registration Number:	5657122	HYDROCHEMPSC	
Registration Number:	4222670	GUARDIAN COMPLIANCE	
Registration Number:	4372862	GLOBAL VAPOR CONTROL	
Registration Number:	4721714	FLAREFREE	
Registration Number:	4721713	FLARELESS	
Registration Number:	5921140	VAPOR CONTROL GLOBAL	
Registration Number:	4832274	TRISTAR PETROSERV	
Registration Number:	1883110	LIFE GUARD	
Registration Number:	3469449	PSC ROBOJET	

OP \$340.00 2119023

Property Type	Number	Word Mark
Registration Number:	2320352	PSC
Registration Number:	4484037	CARBER

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Phone: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2004103-0028
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	10/12/2021

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 October 8, 2021 is made by CARBER Holdings, Inc., a Delaware corporation, Global Vapor Control, Inc., a Texas corporation, HydroChem LLC, a Delaware limited liability company, PSC Industrial Outsourcing, LP, a Delaware limited partnership, PSC LDAR Services, LLC, a Delaware limited liability company, and HPC PetroServ, Inc., a Texas corporation, each located at 900 Georgia Avenue, Deer Park, TX 77536 (each of the foregoing, a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., as administrative agent (the "Agent") under that certain Sixth Amended and Restated Credit Agreement, dated October 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Clean Harbors, Inc., a Massachusetts corporation (the "U.S. Borrower"), Clean Harbors Industrial Services Canada, Inc., an Alberta corporation (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), the lenders from time to time party thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and other financial accommodations to the Borrowers 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 U.S. Borrower have executed and delivered that certain Second Amended and Restated Security Agreement (U.S. Domiciled Loan Parties) (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, each 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 Borrowers 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 Obligations.

3. Purpose. This Agreement has been executed and delivered by each 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. 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.

CARBER HOLDINGS, INC.
GLOBAL VAPOR CONTROL, INC.
HYDROCHEM LLC
PSC INDUSTRIAL OUTSOURCING, LP
PSC LDAR SERVICES, LLC
HPC PETROSERV, INC.

By: 
Name: Eric Gerstenberg
Title: Executive Vice President

BANK OF AMERICA, N.A.,
as Agent

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.

CARBER HOLDINGS, INC.
GLOBAL VAPOR CONTROL, INC.
HYDROCHEM LLC
PSC INDUSTRIAL OUTSOURCING, LP
PSC LDAR SERVICES, LLC
HPC PETROSERV, INC.

By: _____
Name: Eric Gerstenberg
Title: Executive Vice President

BANK OF AMERICA, N.A.,

as Agent

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

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Registration no.
HydroChem LLC	HYDROCHEM	2,119,023
HydroChem LLC	ZE-VAC	4,080,978
HydroChem LLC	HYDROCHEM (AND DESIGN)	4,602,677 (Cancelled)
HydroChem LLC	STARS	3,696,715 (Cancelled)
HydroChem LLC	HYDROCHEMPSC	5,657,122
PSC LDAR Services, LLC	Guardian Compliance	4222670
PSC LDAR Services, LLC	SealTech	4635146 (Cancelled)
Global Vapor Control, Inc.	Global Vapor Control word mark	4,372,862
Global Vapor Control, Inc.	FlareFree word mark	4,721,714
Global Vapor Control, Inc.	FlareLess	4,721,713
Global Vapor Control, Inc.	Vapor Control Global logo	5921140
HPC PetroServ, Inc. (f/k/a TriStar PetroServ, Inc.)	Ttistar Petrosery logo	4,832,274
PSC Industrial Outsourcing, LP	Life guard	1883110
PSC Industrial Outsourcing, LP	Life guard	747392256
PSC Industrial Outsourcing, LP	PSC ROBOJET (with Robojet design)	3469449
PSC Industrial Outsourcing, LP	PSC	2320352
CARBER Holdings, Inc.	CARBER	4484037