

10-22-1999

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RECORDATION FORM COVER
TRADEMARKS ONLY

101182877

10-18-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #31 **Owner of Patents & Trademarks: Please record the attached copy thereof.**

35.91-01
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<p>1. Name of conveying party(ies): Ashland Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Kentucky <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies): Name: Safety-Kleen Systems, Inc.</p> <p>Street Address: 1000 North Randall Road City: Elgin State: IL ZIP: 60123</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation - State <u>Wisconsin</u> <input type="checkbox"/> Other _____</p> <p>If Assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> YES <input type="checkbox"/> NO (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <u>YES</u> XXX NO</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: September 1, 1999</p>	

4. Application number(s) or patent number(s):

<p>A. Trademark Application No.(s) 75/376,726 and 75/632,313</p>	<p>B. Trademark Registration No.(s) 1,718,814; 2,140,925; 1,866,006; 1,837,598; 1,882,503; 2,039,494; 2,139,068</p>
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Additional numbers attached? YES NO

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Angelo J. Bufalino Internal Address: VEDDER PRICE KAUFMAN & KAMMHOLZ Street Address: 222 N. LaSalle Street City: Chicago State: IL ZIP: 60601</p>	<p>6. Total number of applications and registrations involved: <u>9</u></p> <p>7. Total fee (37 CFR 3.41)... \$ <u>240</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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10/21/1999 MTHA11 00000206 75376726
01 FC:481 40.00 OP
02 FC:482 200.00 OP

DO NOT USE THIS SPACE

9. Statement and Signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy as a true copy of the original document.

Angelo J. Bufalino _____ October 14, 1999
Name of person signing Signature
Total number of pages including cover sheet, attachments and document: _____

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated the 1st day of September, 1999 is from ASHLAND INC. (formerly Ashland Oil, Inc.), a Kentucky corporation having an office and place of business at 3499 Blazer Parkway, Lexington, Kentucky 40509 (hereinafter called "ASSIGNOR"), to SAFETY-KLEEN SYTEMS, INC., a Wisconsin Corporation having an office and place of business at 1000 North Randall Road, Elgin, Illinois 60123 (hereinafter called "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR owns the entire right, title and interest in and to the trademarks and service marks (hereinafter collectively called the "Marks") and the applications and registrations thereof as listed on the attached Exhibit A.

NOW THEREFORE, ASSIGNOR, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby agree to and does assign and transfer unto ASSIGNEE, its successors and assigns forever, all ASSIGNOR's right, title and interest in and to the Marks adopted and used by ASSIGNOR to distinguish its goods and services from those of others, and its applications and registrations thereof, together with the good will of and the business symbolized by and connected therewith.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that upon ASSIGNEE's request, ASSIGNOR will provide ASSIGNEE promptly with all pertinent facts and documents relating to the trademarks and/or service marks and any applications and registrations thereof that are the subject of this assignment, as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said trademarks and/or service marks and any applications and registrations thereof which may be necessary or desirable to carry out the purposes hereof.

ASSIGNOR authorizes and requests that the Commissioner of Patents and Trademarks and other issuing officers issue any and all trademarks and/or service marks and any applications and registrations thereof included in this assignment to ASSIGNEE as assignee of the interests herein assigned.

John C. Biehl
ASHLAND INC.

Date: September 1, 1999

Name: John C. Biehl
Title: Assistant Secretary

ACKNOWLEDGEMENT

STATE OF KENTUCKY)

SS

COUNTY OF FAYETTE)

Be it remembered on this 1st day of September, 1999 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared JOHN C. BIEHL, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the Assistant Secretary of said corporation, the assignor in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Monica Young
NOTARY PUBLIC

My commission expires: **Monica Young**
My Commission expires April 29, 2000

TM Rights (Grouped by country) + Goods

Report Date: 8/30/99 Page: 1

<i>Country:</i> Australia							
ID	Mark	Reg. Owner	App. #	Reg. #	Classes	Goods & Services	
849	FIRST RECOVERY	Ashland Inc.	709117	709117	39, 42	Temporary collection and transportation services of used motor oil and waste and recyclable automobile chemicals	
						Technical advisory services in the field of temporary collection and transportation of used motor vehicle fluids and recyclable automotive chemicals.	
<i>Country:</i> Canada							
ID	Mark	Reg. Owner	App. #	Reg. #	Classes	Goods & Services	
99	FIRST RECOVERY	Ashland Inc.	690995	424923	42	RENDERING TECHNICAL ASSISTANCE TO OTHERS IN THE FIELD OF THE TEMPORARY COLLECTION AND TRANSPORTATION OF USED MOTOR OILS AND WASTE AND RECYCLABLE AUTOMOBILE CHEMICALS	
2109	PROMAX	Ashland Inc.	864740		3	CLEANING PREPARATIONS; NAMELY, CLEANERS AND DEGREASERS FOR REMOVING OILS, GREASES AND DIRT FROM AUTOMOTIVE AND INDUSTRIAL PARTS	
<i>Country:</i> Mexico							
ID	Mark	Reg. Owner	App. #	Reg. #	Classes	Goods & Services	
774	FIRST RECOVERY	Ashland Inc.	214411	482741	37	RENDERING TECHNICAL ASSISTANCE TO OTHERS IN THE FIELD OF THE TEMPORARY COLLECTION AND TRANSPORTATION OF USED MOTOR OILS AND WASTE AND RECYCLABLE AUTOMOBILE CHEMICALS	
<i>Country:</i> United States							
ID	Mark	Reg. Owner	App. #	Reg. #	Classes	Goods & Services	
783	FIRST RECOVERY	Ashland Inc.	082913	1718814	39, 42	TEMPORARY COLLECTION AND TRANSPORTATION SERVICES OF USED MOTOR OILS AND WASTE AND RECYCLABLE AUTOMOBILE CHEMICALS IN CLASS 39; AND TECHNICAL ADVISORY SERVICES RENDERED IN THE FIELD OF TEMPORARY COLLECTION AND TRANSPORTATION OF USED MOTOR VEHICLE FLUIDS AND RECYCLABLE AUTOMOBILE CHEMICALS IN CLASS 42	
1887	FIRST RECOVERY	Ashland Inc.	75/260346	2140925	37, 39	Collection of used motor oils, waste and automotive chemicals for recycling; and for transportation of used motor oils, waste and automotive chemicals via truck for recycling	

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548	FIRST RECOVERY (AND DESIGN)	Ashland Inc.	74/456629	1866006	40	RECYCLING, NAMELY THE RECYCLING OF AUTOMOTIVE WASTE, HAZARDOUS WASTE, ASPHALT WASTE, AUTOMOTIVE CHEMICALS AND AUTOMOTIVE PARTS
835	FIRST RECOVERY (AND DESIGN)	Ashland Inc.	74/312667	1837598	1, 3, 4, 12, 39, 42	GASLINE ANTIFREEZE INDUSTRIAL SINK FOR WASHING PARTS MOTOR OIL AIR, GAS AND OIL FILTERS RENDERING ASSISTANCE IN THE FIELD OF THE TEMPORARY COLLECTION AND TRANSPORTATION OF USED MOTOR OILS, WASTE AND RECYCLABLE AUTOMOBILE CHEMICALS
45	FIRST RECOVERY (DESIGN ONLY)	Ashland Inc.	74/392550	1882503	37, 39	TECHNICAL ADVISORY SERVICES RENDERED IN THE FIELD OF TEMPORARY COLLECTION AND TRANSPORTATION OF USED MOTOR VEHICLE FLUIDS AND RECYCLABLE AUTOMOBILE CHEMICALS RENDERING ASSISTANCE IN THE FIELD OF THE TEMPORARY COLLECTION AND TRANSPORTATION OF USED MOTOR OILS, WASTE AND RECYCLABLE AUTOMOBILE CHEMICALS
1083	FIRSTRECOVERY (AND SWIRL DESIGN)	Ashland Inc.	74/712370	2039494	37, 39	COLLECTION OF USED MOTOR OILS, WASTE AND AUTOMOTIVE CHEMICALS FOR RECYCLING COLLECTION AND TRANSPORTATION OF USED MOTOR VEHICLE FLUIDS AND RECYCLABLE AUTOMOBILE CHEMICALS Collection of used motor oils, waste and automotive chemicals for recycling.
2206	PROMAX	Ashland Inc.	75/376726		3	Transportation of used motor oils, waste and automotive chemicals for recycling. CLEANING PREPARATIONS; NAMELY, CLEANERS AND DEGREASERS FOR REMOVING OILS, GREASES AND DIRT FROM AUTOMOTIVE AND INDUSTRIAL PARTS
22442	RECOVERY IN MOTION	Ashland Inc.	75/632313		37, 39	COLLECTION OF USED MOTOR OILS, WASTE AND AUTOMOTIVE CHEMICALS FOR RECYCLING; TRANSPORTATION OF USED MOTOR OILS, WASTE AND AUTOMOTIVE CHEMICALS VIA TRUCK FOR RECYCLING
1889	SWIRL DESIGN	Ashland Inc.	75/260345	2139068	37, 39	Collection of used motor oils, waste and automotive chemicals for recycling, and for transportation of used motor oils, waste and automotive chemicals via truck for recycling

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