Form PTO-1594
(Rev. 6-93) MRD 11/18/99

RECORDATION FORM
TRADEMAR

11-29-1999
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rtment of Commerce
nd Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Plea reof.

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NOV 18 1999
PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):

Stericycle, Inc.
28161 North Keith Drive
Lake Forest, IL 60045

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation (Delaware)
☐ Other

Additional name(s) of conveying party(ies) attached? ☐Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: November 12, 1999

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.
as Administrative Agent
Internal Address:

Street Address: 231 South LaSalle Street

City: Chicago State: IL ZIP: 60697
Country:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 6

7. Total fee (37 CFR 3.41): $165.00

☒ Enclosed (Check No. 18090)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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 is a true copy of the original document.

Nora A. Whitescarver — Name of Person Signing
Nora A. Whitescarver — Signature
November 17, 1999 — Date

Total number of pages comprising cover sheet and document attachments: 10

11/26/1999 DNGUYEN 00000090 74124943
01 FC:481 40.00 OP
02 FC:482 125.00 OP

Item A. Trademarks

REGISTERED TRADEMARKS

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
STERI-PLASTIC	USA	74/124,943	12/20/90	1,719,474	09/22/92
	Mexico	295,582	05/21/97	576,905	05/20/98
STERITUB	USA	74/253,787	03/09/92	1,730,891	11/10/92
	Mexico	296,124	05/26/97	576,906	05/20/98
STERICYCLE	USA	74/243,120	02/04/92	1,726,338	10/20/92
STERICYCLE DESIGN	USA	74/243,121	02/04/92	1,724,309	10/13/92
STERICYCLE AND DESIGN	Benelux	779,271	04/29/92	512,578	11/03/92
	Mexico	295,583	05/21/97	597,877	01/25/99
STERI-FUEL	USA	74/256,534	03/18/92	1,735,995	12/01/92
	Mexico	296,125	05/26/97	576,907	05/20/98
STERI-CEMENT	USA	74/312,771	09/11/92	1,771,024	05/18/93
	Mexico	295,581	05/21/97	576,904	05/20/98

TRADEMARK APPLICATIONS

Mark	Country	Application No.	Filing Date
STERITUB	Brazil	820,854,921	08/18/98
STERICYCLE	Brazil	820,854,913	08/18/98

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

Trademark Applications in Preparation

*Country	Trademark	Docket No.	Expected Filing Date	Products/ Services
None				

Item B. Trademark Licenses

*Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
Mexico	Steri-Plastic, SteriTub, Stericycle and design, Steri-fuel, Steri-Cement	Stericycle, Inc.	Medam, S.A.	5/97	5/07 (w/ renewal opt.)
Brazil	SteriTub, Stericycle	Stericycle, Inc.	Companhia Auxiliar de Viacaoe Obras -- CAVO	7/13/98	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 1999, is made by STERICYCLE, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 12, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions and other Persons as are or may become parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, the Lead Arranger and the Book Manager, Bankers Trust Company, as the Documentation Agent and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Borrower Security and Pledge Agreement, dated as of November 12, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the 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 (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits,

have the meanings provided (or incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security and Pledge Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the

TRADEMARK
REEL: 001997 FRAME: 0632

Administrative Agent for its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the Disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any or all of the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

TRADEMARK
REEL: 001997 FRAME: 0633

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.

STERICYCLE, INC.

By_____
Name:
Title:

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

By_____
Name:
Title:

16846855

TRADEMARK
REEL: 001997 FRAME: 0634

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

By _____
Title: KRISTINE D. HYDE
Assistant Vice President

Item A. Trademarks

REGISTERED TRADEMARKS

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
STERI-PLASTIC	USA	74/124,943	12/20/90	1,719,474	09/22/92
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Brazil	SteriTub, Stericycle	Stericycle, Inc.	Companhia Auxiliar de Viacaoe Obras -- CAVO	7/13/98	