

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

New 3E Company Acquisition Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Delaware
- Other -

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

2. Name and Address of receiving party(ies)

3E Company Environmental,
Ecological, and Engineering
c/o Safety-Kleen Systems, Inc.
1301 Gervais Street, Suite 300
Columbia, SC 29201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation California
- Other

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: September 20, 2002

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

A. Trademark Application No(s).

75691961
76095580

B. Trademark Registration No(s).

2592661 2037177
2085932 2129812
2085927

Additional numbers attached? Yes No

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

Steven M. Rosenthal, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 7

7. Total fee (37 CFR 3.41) **\$190**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 690990/3)

8. Deposit Account No. 19-2385

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.

Steven M. Rosenthal



September 26, 2002

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 20, 2002 by and between 3E COMPANY ENVIRONMENTAL, ECOLOGICAL AND ENGINEERING ("Secured Party") and NEW 3E COMPANY ACQUISITION CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in that certain Secured Promissory Note by and between Secured Party and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Note"; capitalized terms used herein are used as defined in the Note). Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note.

B. Pursuant to the terms of the Note, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note and under any other agreement now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Note. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Note or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement is subject to and governed by the terms of a Subordination Agreement, dated as of September 20, 2002, among the Secured Party, Comerica Bank-California and the Grantor, at any time such Subordination Agreement is in effect.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

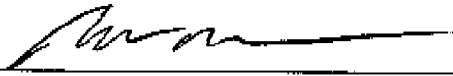
GRANTOR:

NEW 3E COMPANY ACQUISITION CORPORATION

Address of Grantor:

1905 Aston Ave
Carlsbad, CA 92008

Attn: Chief Executive Officer

By:  _____


Title: _____

SECURED PARTY:

3E COMPANY ENVIRONMENTAL, ECOLOGICAL AND ENGINEERING

Address of Secured Party:

c/o Safety-Kleen Systems, Inc.
1301 Gervais Street, Suite 300
Columbia, South Carolina 29201
Facsimile: (803) 933-4361
Contact Person: Larry W. Singleton

By:  _____

Title: _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NO REGISTERED COPYRIGHTS		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NO PATENTS OR PATENT APPLICATIONS

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
One call compliance	2,592,661	07/09/02
3Eonline	75/691,961	04/27/99
MSDS on demand	2,085,932	08/05/97
Stop collecting MSDS	2,085,927	08/05/97
3E	2,037,177	02/11/97
Paperless compliance	2,129,812	01/20/98
One click compliance	76/095,580	07/24/00