

07-26-2004



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

102798845

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

1. Name of conveying party(ies):
CLEAN HARBORS, INC. *7-12-04*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Massachusetts

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

2. Name and address of receiving party(ies)
Name: Credit Suisse First Boston, as
Internal Address: Collateral Agent
Street Address: Eleven Madison Avenue
City: New York State: NY Zip: 10010

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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: 06/30/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
none

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,577,006 and
add'l numbers on attached Schedule I

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tina Qualls
Internal Address: _____
Corporation Service Company

Street Address: _____
1133 Avenue of the Americas
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41)..... \$ 465⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

TRADEMARK SYSTEM PROCESS
JUL 12 PM 3:23
U.S. PATENT & TRADEMARK OFFICE

9. Signature.
MAUREEN P. MURPHY
Name of Person Signing

Maureen P. Murphy
Signature

JULY 8 2004
Date

Total number of pages including cover sheet, attachments, and document: 8

07/23/2004 NGETACHE 00000032 1577006
40.00 OP
425.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231



ITEM 1 (cont'd)

Additional Conveying Parties

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

HARBOR MANAGEMENT CONSULTANTS, INC.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Clean Harbors, Inc.	1,577,006	CLEAN HARBORS
Clean Harbors, Inc.	1,578,328	CLEAN HARBORS & DESIGN
Clean Harbors, Inc.	1,894,484	EARTH ACADEMY
Clean Harbors, Inc.	1,908,234	EARTH ACADEMY & DESIGN
Clean Harbors, Inc.	2,052,342	ROLLINS ENVIRONMENTAL SERVICES
Clean Harbors, Inc.	2,052,342	ROLLINS ENVIRONMENTAL SERVICES
Clean Harbors, Inc.	1,520,147	RES & DESIGN
Clean Harbors Environmental Services, Inc.	2,044,582	CLEANPACK
Clean Harbors Environmental Services, Inc.	2,226,520	CLEANFUELS & DESIGN
Clean Harbors Environmental Services, Inc.	2,155,581	CLEAN EXPRESS
Clean Harbors Environmental Services, Inc.	2,110,627	CLEANLINK
Clean Harbors Environmental Services, Inc.	2,307,897	CHOICE
Clean Harbors Environmental Services, Inc.	2,307,514	CLEANER
Clean Harbors Environmental Services, Inc.	1,720,761	SURECYCLE
Clean Harbors Environmental Services, Inc.	2,472,241	HIS & DESIGN
Clean Harbors Environmental Services, Inc.	2,635,958	HARBOR INDUSTRIAL SERVICES HIS & DESIGN
Clean Harbors Environmental Services, Inc.	2,614,594	CUSTOMPACK
Clean Harbors Environmental Services, Inc.	2,645,326	CLEANHARBORS CLEANPACK
Harbor Management Consultants, Inc.	2,340,368	HARBOR MANAGEMENT CONSULTANTS & DESIGN

Trademark Security Agreement

Trademark Security Agreement, dated as of June 30, 2004, by CLEAN HARBORS, INC. (the "Borrower"), CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. and HARBOR MANAGEMENT CONSULTANTS, INC. (each, a "Pledgor", and together with the Borrower, the "Pledgors"), in favor of CREDIT SUISSE FIRST BOSTON, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Bank Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (1) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (2) all Goodwill associated with such Trademarks; and
- (3) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

(b) Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Senior Second Lien Notes Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (1) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (2) all Goodwill associated with such Trademarks; and
- (3) all Proceeds of any and all of the foregoing (other than Second Lien Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge and deliver to the Pledgor the proper documents and instruments to evidence the release of the security interest in the Trademarks, Goodwill and Proceeds thereof under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


CLEAN HARBORS, INC.

By:


Name: *Stephen Moynihan*
Title: *Senior Vice President*

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By:


Name: *Stephen Moynihan*
Title: *Senior Vice President*

HARBOR MANAGEMENT CONSULTANTS, INC.


By:

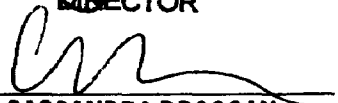

Name: *Stephen Moynihan*
Title: *Senior Vice President*

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch
as Collateral Agent

By: 
Name: **JOSEPH ADIPIETRO**
Title: **DIRECTOR**

By: 
Name: **CASSANDRA DROOGAN**
Title: **ASSOCIATE**

[Trademark Security Agreement Signature Page]