07-26-2004

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

RE

102799123

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

Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies): 7-16-04

Ableco Finance LLC

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other LLC

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

2. Name and address of receiving party(ies)

Name: Clean Harbors, Inc.

Internal Address:

Street Address: 1501 Washington Street

City: Braintree State: MA Zip: 02184

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Massachusetts
- [ ] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Release of Security Interest

Execution Date: 06/30/2004

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

A. Trademark Application No.(s) none

B. Trademark Registration No.(s) 1,577,066 and add'l trademarks on Schedule A

Additional number(s) attached [x] Yes [ ] No

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) $ 465

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

07/14/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

07/23/2004 MGETACHE 00000046 1577066
01 FC:8521 40.00 OP
02 FC:8522 425.00 OP

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

07-16-2004
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #72

Schedule A

TRADEMARKS

Mark	Registration Number
CLEAN HARBORS	1,577,066
CLEAN HARBORS & DESIGN	1,578,328
EARTH ACADEMY	1,894,484
EARTH ACADEMY & DESIGN	1,908,234
RES & DESIGN	1,520,147
ROLLINS ENVIRONMENTAL SERVICES	2,052,342
~~[redacted]~~	~~[redacted]~~
CLEANPACK	2,044,~~582~~ 952
CLEANFUELS & DESIGN	2,226,520
CLEAN EXPRESS	2,155,581
CLEANLINK	2,110,627
CHOICE	2,307,897
CLEANER	2,307,514
SURECYCLE	1,720,761
HIS & DESIGN	2,472,241
HARBOR INDUSTRIAL SERVICES HIS & DESIGN	2,635,958
CUSTOMPACK	2,614,594
CLEANHARBORS CLEANPACK	2,645,326
HARBOR MANAGEMENT CONSULTANTS & DESIGN	2,340,368

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June 30, 2004 ("Effective Date") by and between Clean Harbors, Inc. ("Grantor"), and Ableco Finance LLC ("Grantee").\

WHEREAS, pursuant to the terms and conditions of that certain Assignment for Security (Trademarks) Agreement, dated as of September 6, 2002, (the "Trademark Security Agreement"), Grantor pledged, assigned and granted to Grantee a continuing first priority security interest in and lien on and right of set-off against all of its right, title and interest in and to its Collateral (as defined in the Trademark Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Collateral") together with the goodwill associated therewith;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement, dated as of September 6, 2002, as agent for certain lenders, (the "Security Agreement");

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral.

If and to the extent Grantee has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to Grantor.

Grantee shall take all further actions, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC, as Administrative Agent

By: _____
Name: DANIEL WOLF
Title: S.V.P.

STATE OF NY)
) SS.
COUNTY OF NY)

On this 25 day of June, there appeared before me Daniel Wolf, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of Ableco Finance LLC.

_____
Notary Public

DAVID POGODA
Notary Public, State of New York
No. 01PO6092170
Qualified in New York County
Commission Expires May 12, 2007

Schedule A

TRADEMARKS

Mark	Registration Number
CLEAN HARBORS	1,577,066
CLEAN HARBORS & DESIGN	1,578,328
EARTH ACADEMY	1,894,484
EARTH ACADEMY & DESIGN	1,908,234
RES & DESIGN	1,520,147
ROLLINS ENVIRONMENTAL SERVICES	2,052,342
HAZTRAC	40,922 (Massachusetts)
CLEANPACK	2,044,582
CLEANFUELS & DESIGN	2,226,520
CLEAN EXPRESS	2,155,581
CLEANLINK	2,110,627
CHOICE	2,307,897
CLEANER	2,307,514
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