

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clean Earth, Inc.		10/17/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce, acting through its New York Agency, as Administrative Agent		
<b>Street Address:</b>	300 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Banking Corporation:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1740437	CLEAN EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Christine Wilson		
<b>Signature:</b>	/CHRISTINE WILSON/		
<b>Date:</b>	11/03/2005		

CH \$40.00 1740437

**Total Attachments: 5**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of October 17, 2005, by CLEAN EARTH, INC. (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK AGENCY, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

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

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative 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. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Copyright Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations to the extent no claim has been asserted in accordance with the terms of the Credit Agreement) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releas-

ing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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.

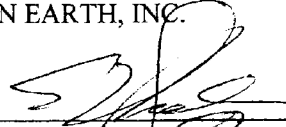
Very truly yours,

CLEAN EARTH, INC.

By: \_\_\_\_\_

Name:

Title:

  
*S. J. Stewart*  
*President*

[Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003186 FRAME: 0920**

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,  
ACTING THROUGH ITS NEW YORK AGENCY,  
as Administrative Agent

By: David A Sommer  
Name: David Sommer  
Title: Managing Director

By: Gerald Girardi  
Name: Gerald Girardi  
Title: Executive Director

[Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003186 FRAME: 0921**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Clean Earth, Inc.*	1,740,437	CLEAN EARTH

\* It was issued on December 15, 1992 to U.S. Plastic Lumber IP Corporation and assigned to Clean Earth, Inc. on September 9, 2002