

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Earth, Inc.		02/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital		
Street Address:	222 North LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1740437	CLEAN EARTH	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	031538-38		
NAME OF SUBMITTER:	Michelle A. Massicotte		
Signature:	/Michelle A. Massicotte/		

CH \$40.00 1740437

Date:

02/06/2008

Total Attachments: 5

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Amended and Restated First Lien Trademark Security Agreement

Amended and Restated Trademark Security Agreement, dated as of February 1, 2008 (this "Trademark Security Agreement"), by CLEAN EARTH, INC. (the "Pledgor"), in favor of MERRILL LYNCH CAPITAL, a Division of Merrill Lynch Business Financial Services Inc., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity and together with its successors and assigns, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor and CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK AGENCY, as the original administrative agent pursuant to the Credit Agreement, had entered into that certain Trademark Security Agreement, dated as of October 17, 2005 (the "Original Trademark Security Agreement");

WHEREAS, the Pledgor is party to a First Lien Security Agreement, dated as of October 17, 2005 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is 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 agree 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 to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the 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. 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.

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 releasing 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.


SECTION 6. Amendment and Restatement. As of the date hereof, the parties hereto acknowledge and agree that the Original Trademark Security Agreement shall be amended, restated and superseded in its entirety hereby. Without limitation of the foregoing, the Pledgor hereby fully and unconditionally ratifies, affirms and agrees that all collateral granted under the Original Trademark Security Agreement shall from and after the date hereof secure all Obligations under the Credit Agreement as amended on the date hereof and as may be further amended, restated, supplemented or otherwise modified from time to time. On and after the date hereof, each reference in the Loan Documents to the "Trademark Security Agreement", "thereunder", "thereof" or similar words referring to the "Trademark Security Agreement" shall mean and be a reference to this Amended and Restated Trademark Security Agreement. The execution hereof shall not create any obligation to amend and restate this document in connection with any future amendment or amendment and restatement of the Credit Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated 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: William A. Massa
Title: CEO

Accepted and Agreed:

MERRILL LYNCH CAPITAL, a Division
of Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name:
Title:

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

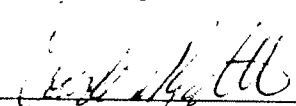
Very truly yours,

CLEAN EARTH, INC.

By: _____
Name:
Title:

Accepted and Agreed:

MERRILL LYNCH CAPITAL, a Division
of Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Name: Claude Mattessich
Title: Vice President

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Clean Earth, Inc.*	1,740,437	CLEAN EARTH

- * Issued on December 15, 1992 to U.S. Plastic Lumber IP Corporation and assigned to Clean Earth, Inc. on September 9, 2002