

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
Safety-Kleen Canada Inc.		07/31/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association		
Street Address:	2200 Ross Avenue		
Internal Address:	Third Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Administrative Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2704652	MILLION MILE PERFORMANCE PROVEN 15W40 ENGINE OIL	
Registration Number:	2704653	1 MILLION MILE PROVEN 15W40	
Registration Number:	2734713	PROVEN PERFORMANCE MILLION MILE ENGINE OIL 15W40	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	64226.001146		
NAME OF SUBMITTER:	Edward T. White		

CH \$90.00 2704652

Signature:

/Edward T. White/

Date:

08/06/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, SAFETY-KLEEN CANADA INC. ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Safety-Kleen Systems, Inc., Safety-Kleen HoldCo., Inc., the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party") have entered into that certain Credit Agreement dated August 3, 2006, providing for extensions of credit to be made to Grantor and Safety-Kleen Systems, Inc., by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated August 3, 2006 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, Safety-Kleen Systems, Inc., Safety-Kleen HoldCo., Inc., certain Subsidiaries of Safety-Kleen HoldCo., Inc., and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

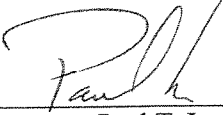
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31 day of July, 2008.

Acknowledged:

GRANTOR:

SAFETY-KLEEN CANADA INC.

By: 
Name: Paul T. Lee
Title: Vice President, Treasurer

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as administrative agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31 day of July, 2008.

Acknowledged:

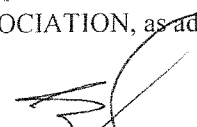
GRANTOR:

SAFETY-KLEEN CANADA INC.

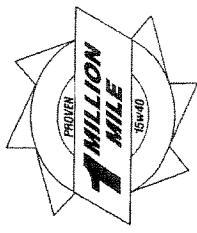

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as administrative agent

By:  _____
Name: Brian McDougal
Title: Vice President

Schedule 1
to Trademark
Security Agreement

REG. NO.	TRADEMARK	ISSUE DATE	NEXT ACTION	OWNER	GOODS/SERVICES
2,704,652		4/8/2003	4/8/2009	Safety-Kleen Canada Inc.	Engine oil
2,704,653		4/8/2003	4/8/2009	Safety-Kleen Canada Inc.	Engine oil
2,734,713		7/8/2003	7/8/2009	Safety-Kleen Canada Inc.	Engine oil

Trademark Licenses

None.

Trademark Applications

Owner of Record	Country of Registration	Trademark	Serial No.	Registration No.	Registration Date