

**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>
Safety-Kleen Systems, Inc.		02/11/2009	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue		
<b>Internal Address:</b>	Third Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77606747	PERFORMANCE PLUS MOTOR OIL 1 US QT/946 ML 5W-30 FOR GASOLINE ENGINES · AMERICA 1 PETROLEUM INSTITUTE · CERTIFIED	
<b>Serial Number:</b>	77606754	AMERICA'S CHOICE RECYCLED MOTOR OIL 1 US QT/946 ML FOR GASOLINE ENGINES · AMERICAN PETROLEUM INSTITUTE · CERTIFIED MAXIMUM PERFORMANCE 5W-30	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-8523		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Edward T. White - Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza, East Tower		
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	64226.001146		

CH \$65.00 77606747

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/26/2009
Total Attachments: 5 source=SafetyKleen#page1.tif source=SafetyKleen#page2.tif source=SafetyKleen#page3.tif source=SafetyKleen#page4.tif source=SafetyKleen#page5.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, SAFETY-KLEEN SYSTEMS, 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 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 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 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 \_\_\_ day of February, 2009.

Acknowledged:

**GRANTOR:**

SAFETY-KLEEN SYSTEMS, INC.

By:   
Name: Patrick 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 11<sup>th</sup> day of February, 2009.

Acknowledged:


**GRANTOR:**

SAFETY-KLEEN SYSTEMS, INC.

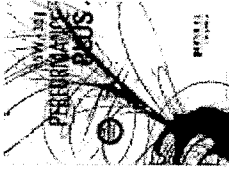

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent

By:  \_\_\_\_\_  
Name: Brian McDougal  
Title: Vice President


Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Country of Registration	Trademark	Registration or Serial No.	Filing Date	Expiration Date
Safety-Kleen Systems, Inc.	United States		77/606,747	November 4, 2008	
Safety-Kleen Systems, Inc.	United States		77/606,754	November 4, 2008	

Trademark Licenses

None.

Trademark Applications

Owner of Record	Country of Registration	Trademark	Serial No.	Registration No.	Registration Date
Safety-Kleen Systems, Inc.	United States		78/297,060	3,520,608	October 21, 2008