

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ryan J. Bluestone		04/15/2009	INDIVIDUAL:
Ronald H. Bluestone, both individually and as a sole proprietor doing business as Insta-Clean Cleaning Equipment, Insta-Clean Mfg., and RBM Manufacturing		04/15/2009	Individual and sole proprietorship:
RECEIVING PARTY DATA			
Name:	Heritage-Crystal Clean, LLC		
Street Address:	2175 Point Boulevard, Suite 375		
City:	Elgin		
State/Country:	ILLINOIS		
Postal Code:	60123		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3163048	MECHANICS BUDDY	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	13923-3 RMP		

CH \$40.00 3163048

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	04/21/2009
Total Attachments: 5 source=Intellectual Property Assignment - FINAL#page1.tif source=Intellectual Property Assignment - FINAL#page2.tif source=Intellectual Property Assignment - FINAL#page3.tif source=Intellectual Property Assignment - FINAL#page4.tif source=Intellectual Property Assignment - FINAL#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of this 15th day of April, 2009, ("Effective Date"), by and between RONALD H. BLUESTONE, both individually and as a sole proprietor doing business as "Insta-Clean Cleaning Equipment," "Insta-Clean Mfg." and "RBM Manufacturing," and RYAN J. BLUESTONE, individually (each an "Assignor" and collectively referred to as the "Assignors"), and Heritage-Crystal Clean, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of April 15, 2009 ("Agreement"), pursuant to which Assignors have agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Sellers' Intellectual Property as defined in the Agreement;

WHEREAS, Assignors are the sole and exclusive owners of the entire right, title and interest in, to and under the Sellers' Intellectual Property including, without limitation, (i) the United States patents and patent applications and (ii) the United States trademark registrations and the United States applications for trademark registration, in each case listed on Schedule A hereto; and

WHEREAS, pursuant to the Agreement, Assignee wishes to acquire and Assignors wish to assign all right, title and interest in and to the Sellers' Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Sellers' Intellectual Property, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any continuations, divisions, continuations-in-part, reissues, reexaminations, renewals, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with the good will symbolized by and associated with the business conducted under said Sellers' Intellectual Property in the United States and in all foreign countries and jurisdictions, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Sellers' Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as owner of the registered Sellers' Intellectual Property listed in Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations, renewals,

or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignors represent and warrant that: (i) they have the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) they have not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignors shall take all further actions, and at Assignee's expense, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation, requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) in the preparation and prosecution of any applications covering the rights assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein and this Assignment; (3) in obtaining any additional patent or trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment. Assignors' duty to cooperate and provide assistance hereunder shall not require or impose any obligation upon Assignors to (a) pay Assignee's attorney's fees and costs in connection with any of the foregoing; (b) pay attorney's fees and costs incurred by Assignors in rendering assistance to Assignee; (c) prosecute or defend any actions on behalf or for the benefit of Assignee; or, (d) pay for travel, lodging and any other expenses incurred by any Assignor in rendering the assistance hereunder.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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* * * * *

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 15th day of April, 2009.

ASSIGNORS:

Ronald H. Bluestone

Ronald H. Bluestone

Ryan J. Bluestone

Ryan J. Bluestone

ASSIGNEE:

HERITAGE-CRYSTAL CLEAN, LLC

By: _____
John Lucks, Vice President of Sales

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 15th day of April, 2009.

ASSIGNORS:

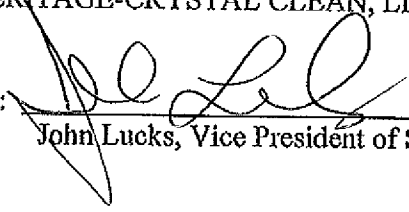
Ronald H. Bluestone

Ryan J. Bluestone

ASSIGNEE:

HERITAGE-CRYSTAL CLEAN, LLC

By:


John Lucks, Vice President of Sales

SCHEDULE A

U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Combination Parts Jet Washer and Sink Washer	7,484,515	02/03/2009

U.S. PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>
12/322,233	01/29/2009

U.S. TRADEMARK REGISTRATIONS

<u>Trademark No.</u>	<u>Registration Date</u>	<u>Mark</u>
3163048	10/24/2006	MECHANICS BUDDY