

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

RECORD AS OF 8/17/09 RE 8/24/09

[Empty box]

08-27-2009

[Empty box]



Electronic Version v1.1  
Stylesheet Version v1.1

103572103

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Harbors, Inc.		08/14/2009	CORPORATION: MASSACHUSETTS
Clean Harbors Environmental Services, Inc.		08/14/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: <i>United States</i>

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	1577066	CLEAN HARBORS
Registration Number:	1578328	CLEANHARBORS
Registration Number:	2044852	CLEANPACK
Registration Number:	2110627	CLEANLINK
Registration Number:	2307514	CLEANER
Registration Number:	2472241	HIS
Registration Number:	2635958	HARBOR INDUSTRIAL SERVICES HIS
Registration Number:	2814594	CUSTOMPACK
Registration Number:	2645326	CLEANHARBORS CLEANPACK
Registration Number:	3022756	CLEANHARBORS ENVIRONMENTAL SERVICES
Registration Number:	2307897	CHOICE

CORRESPONDENCE DATA
---------------------

OP \$290.00 1577066

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

Fax Number: (617)951-8736	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone: 617-951-8075	
Email: shannon.mcguire@bingham.com	
Correspondent Name: Shannon L. McGuire	
Address Line 1: One Federal Street	
Address Line 2: c/o Bingham McCutchen LLP	
Address Line 4: Boston, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	08/17/2009
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.108/17/2009  
900141088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Harbors, Inc.		08/14/2009	CORPORATION: MASSACHUSETTS
Clean Harbors Environmental Services, Inc.		08/14/2009	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	One Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: <i>United States</i>		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1577066	CLEAN HARBORS	
Registration Number:	1578328	CLEANHARBORS	
Registration Number:	2044852	CLEANPACK	
Registration Number:	2110627	CLEANLINK	
Registration Number:	2307514	CLEANER	
Registration Number:	2472241	HIS	
Registration Number:	2835958	HARBOR INDUSTRIAL SERVICES HIS	
Registration Number:	2814594	CUSTOMPACK	
Registration Number:	2845326	CLEANHARBORS CLEANPACK	
Registration Number:	3022756	CLEANHARBORS ENVIRONMENTAL SERVICES	
Registration Number:	2307897	CHOICE	
CORRESPONDENCE DATA			

OP \$290.00 1577066

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

Fax Number: (617)951-8736

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-951-8075

Email: shannon.mcguire@bingham.com

Correspondent Name: Shannon L. McGuire

Address Line 1: One Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	08/17/2009
Total Attachments: 5 source=Trademark Assignment#page 1.tif source=Trademark Assignment#page 2.tif source=Trademark Assignment#page 3.tif source=Trademark Assignment#page 4.tif source=Trademark Assignment#page 5.tif	

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 14, 2009 is made by Clean Harbors, Inc., a Massachusetts corporation, located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061 ("Clean Harbors") and Clean Harbors Environmental Services, Inc., a Massachusetts corporation, located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061 ("Clean Harbors Environmental"), and together with Clean Harbors, the "Grantors", in favor of Bank of America, N.A., as Administrative Agent (the "Agent") pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 31, 2009 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Clean Harbors, Inc. (the "Company"), the lenders from time to time party thereto (the "Lenders"), and Bank of America, N.A., as administrative agent (the "Administrative Agent") on behalf of the Secured Parties and as Swing Line Lender and L/C Issuer (each as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreements, the Lenders have agreed to make Loans and the L/C Issuer has agreed to issue Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of July 31, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties, a security interest in all of the Grantor's Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and the L/C Issuer to issue Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

A/73115244.2

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon and during occurrence of an Event of Default, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Collateral Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


*[remainder of page intentionally left blank]*

A/73115344.1

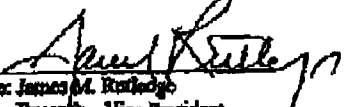
TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CLEAN HARBORS, INC.

By:   
Name: James M. Rutledge  
Title: Executive Vice President and Chief Financial Officer

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By:   
Name: James M. Rutledge  
Title: Executive Vice President

AT011504

Signature Page to Grant of Security Interest in Trademark Rights

TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

BANK OF AMERICA, N.A.,  
as Agent for the Secured Parties

By: 

Name: Christopher O'Halloran  
Title: Vice President



TO: SHANNON L. MCGUIRE COMPANY: ONE FEDERAL STREET

SCHEDULE AU.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
CLEAN HARBORS	1,577,066	Clean Harbors, Inc.
CLEAN HARBORS & DESIGN	1,578,328	Clean Harbors, Inc.
CLEANPACK	2,044,852	Clean Harbors Environmental Services, Inc.
CLEANLINK	2,110,627	Clean Harbors Environmental Services, Inc.
CHOICE	2,307,897	Clean Harbors Environmental Services, Inc.
CLEANER	2,307,514	Clean Harbors Environmental Services, Inc.
HIS & DESIGN	2,472,241	Clean Harbors Environmental Services, Inc.
HARBOR INDUSTRIAL SERVICES HIS & DESIGN	2,635,958	Clean Harbors Environmental Services, Inc.
CUSTOMPACK	2,614,594	Clean Harbors Environmental Services, Inc.
CLEANHARBORS CLEANPACK	2,645,326	Clean Harbors Environmental Services, Inc.
CLEAN HARBORS ENVIRONMENTAL SERVICES & DESIGN	3,022,756	Clean Harbors Environmental Services, Inc.
CLEAN HARBORS ENVIRONMENTAL SERVICES & DESIGN (Canada)	TMA731,441	Clean Harbors Environmental Services, Inc.