

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
Heritage-Crystal Clean, LLC		02/05/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A, as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85259197	THE ALL AMERICAN OIL	
Serial Number:	85316722	HOMER C. CAT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mwright@goulstonstorrs.com		
Correspondent Name:	Melissa Schwab Wright, Goulston & Storrs		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	07863-0106		
NAME OF SUBMITTER:	Melissa Schwab Wright		
Signature:	/s/ Melissa Schwab Wright		

Date:

04/22/2013

Total Attachments: 26

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 5, 2013 (this "Agreement"), is among **HERITAGE-CRYSTAL CLEAN, LLC**, an Indiana limited liability company (the "Borrower"), **HERITAGE-CRYSTAL CLEAN, INC.**, a Delaware corporation ("Holdings"), certain Subsidiaries of the Borrower party hereto from time to time (together with Holdings, the "Guarantors" and together with the Borrower, the "Grantors") and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties under (and as defined in) that certain Credit Agreement, dated as of February 5, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, Mirachem, LLC, a Delaware limited liability company ("Mirachem" and together with the Grantors, the "Loan Parties"), the lending institutions which are or may become parties thereto (hereinafter, collectively, the "Lenders") and the Administrative Agent.

WHEREAS, the Borrower and Bank of America, N.A. ("Bank of America") previously entered into a Credit Agreement, dated as of February 16, 2005 (the "Original Credit Agreement"), which Original Credit Agreement was most recently amended and restated pursuant to a Third Amended and Restated Credit Agreement, dated as of December 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement");

WHEREAS, Holdings previously entered into a Guaranty, dated as of May 30, 2008 (as amended, supplemented or otherwise modified from time to time, the "Existing Guaranty"), whereby Holdings has agreed to unconditionally guarantee the payment and performance of the Obligations under (and as defined in) the Existing Credit Agreement;

WHEREAS, the Borrower and Bank of America previously entered into a Trademark Security Agreement, dated as of February 16, 2005 (as amended, supplemented or otherwise modified from time to time, the "2005 Trademark Security Agreement"), pursuant to which the Borrower has unconditionally and expressly granted to Bank of America a continuing, first priority security interest in, and Lien on, and pledged and collaterally assigned to Bank of America all of all of its rights, title and interest in and to the Trademark Collateral (as defined in the 2005 Trademark Security Agreement) to secure the performance and payment in full of the Obligations under (and as defined in) the Existing Credit Agreement;

WHEREAS, the Borrower and Bank of America previously entered into a Trademark Security Agreement, dated as of November 4, 2008 (as amended, supplemented or otherwise modified from time to time, the "2008 Trademark Security Agreement" and together with the 2005 Trademark Security Agreement, the "Existing Trademark Security Agreements"), pursuant to which the Borrower has unconditionally and expressly granted to Bank of America a continuing, first priority security interest in, and Lien on, and pledged and collaterally assigned to Bank of America all of all of its rights, title and interest in and to the Trademark Collateral (as

defined in the 2008 Trademark Security Agreement) to secure the performance and payment in full of the Obligations under (and as defined in) the Existing Credit Agreement;

WHEREAS, the Borrower and Bank of America previously entered into a Patent Security Agreement, dated as of February 16, 2005 (as amended, supplemented or otherwise modified from time to time, the “Existing Patent Security Agreement” and together with the Existing Trademark Security Agreements, the “Existing IP Security Agreements”), pursuant to which the Borrower has unconditionally and expressly granted to Bank of America a continuing, first priority security interest in, and Lien on, and pledged and collaterally assigned to Bank of America all of all of its rights, title and interest in and to the Patent Collateral (as defined in the Patent Security Agreement) to secure the performance and payment in full of the Obligations under (and as defined in) the Existing Credit Agreement;

WHEREAS, each of the Borrower and Holdings has requested that the Existing Credit Agreement and the Existing Guaranty be amended and restated in their entirety pursuant to the terms of the Credit Agreement and that the Obligations under (as defined in) the Existing Credit Agreement and the Guaranteed Obligations under (and as defined in) the Existing Guaranty be rolled into the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents;

WHEREAS, each of the Borrower and Holdings wishes to ratify, restate and reaffirm their prior grants, pledges and assignments in favor of Bank of America under the Existing IP Security Agreements as provided for herein; and

WHEREAS, it is a condition precedent to the Administrative Agent’s and the Lenders’ willingness to amend and restate the Existing Credit Agreement and to make any loans or otherwise extend credit to the Borrower thereunder that each of the Grantors, and each of the Grantors wishes to, execute and deliver to the Administrative Agent, for the benefit of the Secured Parties (including Bank of America), this Agreement in order to, among other things, (a) ratify, restate and reaffirm the Borrower’s grants, pledges and assignments made pursuant to the Existing IP Security Agreements, and (b) expressly and unconditionally grant to the Administrative Agent, for the benefit of the Secured Parties (including Bank of America), a continuing, first priority security interest in, and Lien on, and pledge and collaterally assign to the Administrative Agent, for the benefit of the Secured Parties (including Bank of America), all of its rights, title and interest in and to the Intellectual Property Collateral (as defined herein) to secure the payment and performance in full of the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents, in each case as provided herein;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Administrative Agent and the Lenders (including Bank of America) to amend and restate the Existing Credit Agreement and the Existing Guaranty as aforesaid and to make any loans or otherwise extend credit to the Borrower under the Credit Agreement, and to secure the performance and payment in full of the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents, each of the Grantors agrees with the Administrative Agent, for the benefit of the Secured Parties (including Bank of America), that

the Existing IP Security Agreements are hereby amended and restated in their entirety as follows:

1. Definitions; Rules of Interpretation.

1.1. Definitions. The term “Obligations” and all other capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement. Terms used herein that are not defined in the Credit Agreement or this Agreement but that are defined in the UCC shall have the same definitions in this Agreement as specified in the UCC. If a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. The following terms, as used herein, have the meanings set forth below:

“Patents” means collectively all of the following now owned or hereafter created or acquired by each of the Grantors: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (e) the right (but not the obligation) to sue for past, present and future infringements of any of the foregoing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) all goodwill associated with any of the foregoing.

“Patent License” means any oral or written agreement now or hereafter in existence granting to each of the Grantors any right to use any invention on which a patent or patent application is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by each of the Grantors: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States or any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right (but not the obligation) to sue for past, present and future infringements of any of the foregoing, (e) all rights

corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any oral or written agreement now or hereafter in existence granting to each of the Grantors any right to use any trademark or trademark application, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

1.2. Rules of Interpretation. The rules of interpretation contained in Sections 1.02 and 1.05 of the Credit Agreement shall be applicable to this Agreement and are hereby incorporated by reference.

2. Grant of Security Interest.

The Borrower hereby confirms that, pursuant to the Existing IP Security Agreements, the Borrower unconditionally and expressly granted to Bank of America a continuing, first priority security interest in, and pledged and collaterally assigned to Bank of America, all of its rights, title and interest in and to the Trademark Collateral (as defined in the Existing Trademark Security Agreements) and the Patent Collateral (as defined in the Existing Patent Security Agreement). As collateral security for the performance and payment in full of the Obligations under (and as defined in) the Credit Agreement and the other Loan Document, the Borrower hereby ratifies, restates and reaffirms such grants, pledges and assignments and each of the Grantors hereby unconditionally and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing, first priority security interest in, and Lien on, and pledges and collaterally assigns to the Administrative Agent, for the benefit of the Secured Parties, all of the following properties, assets and rights of such Grantor, wherever located, whether now owned or hereafter acquired or arising, all accessions thereto and all replacements, substitutions, proceeds and products thereof (all of the same being hereinafter called the “Intellectual Property Collateral”): all Patents and Trademarks and all books and records evidencing an interest therein or pertaining to any of the foregoing.

3. Authorization to File Assignments.

With respect to the Trademarks, each of the Grantors has executed, or is executing simultaneously with the execution of this Agreement, in blank and delivered, or is simultaneously delivering, to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the “Assignment of Marks”), and, with respect to the Patents, each of the Grantors has executed, or is executing simultaneously with the execution of this Agreement, in blank and delivered, or is simultaneously delivering, to the Administrative Agent an assignment of patents, patent applications and related patent property in substantially the form of Exhibit 2 hereto (the “Assignment of Patents”). Each of the Grantors hereby authorizes the Administrative Agent to complete as assignee, sign and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of a Default or Event of Default. In addition to, and not by way of limitation of, the foregoing grant of a security interest and lien on the Intellectual Property Collateral, and authorization to complete and record assignments of the Trademarks and Patents, each of the Grantors grants, assigns, transfers, conveys and sets over to

the Administrative Agent, for the benefit of the Secured Parties, such Grantor's entire right, title and interest in and to the Intellectual Property Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of a Default or Event of Default and (b) either (i) upon the written notice of the Administrative Agent to the Grantors at any time during such continuance, including in connection with the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by an applicable Grantor to the Administrative Agent or its nominee in lieu of foreclosure), or (ii) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of any amounts outstanding under the Credit Agreement is automatic under the Credit Agreement.

4. Representations, Warranties and Covenants Concerning the Intellectual Property Collateral.

4.1. Each of the Grantors, as applicable, is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to the Intellectual Property Collateral, in each case free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except for the security interest granted herein or in the other Collateral Documents, and other Permitted Liens. As of the date of this Agreement, no written claim has been received by any Grantor that the use of any of the Patents or Trademarks does or may violate the rights of any third person and, to each of the Grantors' knowledge, there is no infringement by any Grantor of the patent or trademark rights of others. Each of the Grantors shall have the duty to promptly notify the Administrative Agent of any such claim or infringement and the details thereof.

4.2. As of the date hereof, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, they constitute all registered patents, patent applications, trademarks, trademark applications, trade names and service marks now owned or used by any Grantor. The Patents and Trademarks listed on Schedules A and B constitute all of the Patent Licenses and Trademark Licenses and all of the registered trademarks, trademark applications, service marks, trade names, patents, patent applications, and patent rights that are reasonably necessary for the operation of the business of each of the Grantors. Schedule C lists the material common law trademarks, common law trade names, franchises and other material intellectual property rights that are reasonably necessary for the operation of the business of each of the Grantors.

4.3. The Patents and Trademarks listed on Schedules A and B are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4.4. Each of the Grantors shall have the duty to (i) prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, and (ii) preserve and maintain all

rights in the Patents and Trademarks, except, in each case, if any Grantor determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. No Grantor shall abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Administrative Agent, which consent shall not be unreasonably withheld, except, in each case, if any Grantor determines in its reasonable discretion that such patent application or trademark registration is no longer material or useful to its business or operations.

4.5. Each of the Grantors shall take all reasonably necessary steps to defend the Intellectual Property Collateral against all claims and demands of all persons at any time claiming the same or any interests in and to the Patents and Trademarks adverse to the Administrative Agent. Until the Obligations shall have been satisfied in full in cash, no Grantor shall pledge, mortgage or create or suffer to exist a security interest in, or enter into any exclusive license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Administrative Agent's prior consent, which consent shall not be unreasonably withheld, except for Permitted Liens and asset dispositions expressly permitted by the Credit Agreement.

4.6. Each of the Grantors shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in such Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Grantor or its operations.

4.7. Each of the Grantors shall promptly notify the Administrative Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding such Grantor's claim of ownership in any of the Intellectual Property Collateral which could reasonably be expected to have a Material Adverse Effect. In the event of any material infringement by a third party of any of the Patents or Trademarks, each of the Grantors shall promptly notify the Administrative Agent of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of a Default or Event of Default, such action as the Administrative Agent deems reasonably necessary. If any Grantor shall fail to commence to take such action within two (2) months after such notice is given to the Administrative Agent, the Administrative Agent may upon five (5) Business Days' prior notice to such Grantor, but shall not be required to, itself take such action in the name of such Grantor, and such Grantor hereby appoints the Administrative Agent the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to each of the Grantors, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations in accordance with Section 8.03 of the Credit Agreement.

5. Additional Intellectual Property Collateral.

If any Grantor shall at any time after the date hereof (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in the preceding clause (a) or (b) shall automatically constitute Intellectual Property Collateral as if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the lien and security interest created by this Agreement without further action by any party. Each of the Grantors shall provide to the Administrative Agent written notice at the time of delivery of the Compliance Certificate required with respect to each fiscal quarter of any of the foregoing and confirm the attachment of the lien and security interest created by this Agreement to any rights described in clauses (a) and (b) above by execution of an instrument in form reasonably acceptable to the Administrative Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Administrative Agent's security interest in such Intellectual Property Collateral. In connection with the foregoing, each of the Grantors agrees that the Administrative Agent may from time to time attach as Schedule A or Schedule B hereto an updated list to reflect any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of each of the Grantors applied for and obtained hereafter.

6. Other Actions as to Intellectual Property Collateral.

6.1. Each of the Grantors shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Administrative Agent, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the UCC or other laws of the United States or the State of New York or of any other countries or states as the Administrative Agent may from time to time reasonably request, and shall take all such other action as the Administrative Agent may reasonably require to more completely vest in and assure to the Administrative Agent, on behalf of the Secured Parties, its rights hereunder or in any of the Intellectual Property Collateral, and each of the Grantors hereby irrevocably authorizes the Administrative Agent or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as the Administrative Agent may deem appropriate. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, each of the Grantors shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Administrative Agent. Each of the Grantors hereby authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office.

6.2. The Administrative Agent is hereby irrevocably appointed by each of the Grantors as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of each of the Grantors such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Administrative Agent may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Administrative Agent is hereby authorized to file on behalf of and in the name of each of the Grantors at such Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Administrative Agent shall deliver to each of the Grantors copies of all such financing statements. The Administrative Agent may include reference to each of the Grantors, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with each of the Grantors) in connection with any advertising, promotion, marketing or sale undertaken by the Administrative Agent in the enforcement of any of the Administrative Agent's rights hereunder.

6.3. In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral, each of the Grantors shall hold the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Lender or the Administrative Agent (other than as a result of gross negligence or willful misconduct of the Administrative Agent or any Lender, as determined by a final and nonappealable judgment of a court of competent jurisdiction) in connection with the Administrative Agent's interest in the Intellectual Property Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby.

7. Rights and Remedies.

7.1. If any Event of Default shall have occurred and be continuing, the Administrative Agent may without notice or demand declare this Agreement to be in default and the Administrative Agent shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC including, without limitation, the right to dispose of the Intellectual Property Collateral at public or private sale. The Administrative Agent shall give to each of the Grantors at least five (5) days' prior notice (which each of the Grantors agrees is "reasonable notification" under the UCC) of the time and place of any public sale of the Intellectual Property Collateral or of the time after which any private sale or any other intended disposition is to be made.

7.2. If any Event of Default shall have occurred and be continuing, each of the Grantors hereby grants to the Administrative Agent the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Intellectual Property Collateral for the benefit of the Secured Parties.

7.3. To the extent permitted by applicable law, each of the Grantors hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Administrative Agent's rights hereunder, including, without limitation, its rights following the occurrence and during the continuation of any Event of Default to take immediate possession of the Intellectual Property Collateral and exercise its rights with respect thereto.

8. No Waiver, Etc.

Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by the Administrative Agent and the Grantors, after obtaining such consents as may be required by Section 11.01 of the Credit Agreement. No act, failure or delay by the Administrative Agent shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by the Administrative Agent of any default or right or remedy that it may have shall operate as a waiver of any other default, right or remedy or of the same default, right or remedy on a future occasion. Each of the Grantors hereby waives presentment, notice of dishonor and protest of all instruments, included in or evidencing any of the Obligations or the Intellectual Property Collateral, and any and all other notices and demands whatsoever (except as expressly provided herein or in the Credit Agreement). All rights and remedies of the Administrative Agent with respect to the Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instruments, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Administrative Agent deems expedient.

9. Suretyship Waivers by Grantors.

Except for notices specifically provided for herein, each of the Grantors hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, each of the Grantors assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Administrative Agent may deem advisable. Neither the Administrative Agent nor any Lender shall have any duty as to the protection of the Intellectual Property Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Administrative Agent may exercise its rights with respect to the Intellectual Property Collateral without resorting or regard to other collateral or sources of reimbursement for liability.

10. Marshalling.

Neither the Administrative Agent nor any Lender shall be required to marshal any present or future collateral security (including but not limited to the Intellectual Property Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to

such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising (all of which rights of the Administrative Agent shall be exercised on behalf of the Secured Parties). To the extent that it lawfully may, each of the Grantors hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Administrative Agent's (on behalf of the Secured Parties) rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each of the Grantors hereby irrevocably waives the benefits of all such laws.

11. Grantors' Obligations Not Affected.

The obligations of each of the Grantors hereunder shall remain in full force and effect without regard to, and shall not be impaired by (a) any exercise or nonexercise, or any waiver, by the Administrative Agent or any Lender of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (b) any amendment to or modification of the Credit Agreement, the Notes, the other Loan Documents or any of the Obligations; (c) any amendment to or modification of any instrument (other than this Agreement) securing any of the Obligations, including, without limitation, any of the Collateral Documents (other than this Agreement); or (d) the taking of additional security for, or any other assurances of payment of, any of the Obligations or the release or discharge or termination of any security or other assurances of payment or performance for any of the Obligations; whether or not such Grantor shall have notice or knowledge of any of the foregoing, such Grantor hereby generally waiving all suretyship defenses to the extent applicable.

12. Proceeds of Disposition; Expenses.

Each of the Grantors will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, stamp taxes, and reasonable fees and disbursements of the Administrative Agent's counsel incurred by the Administrative Agent, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Administrative Agent in the preparation, execution and delivery of any waiver or consent by the Administrative Agent relating to this Agreement, and (iii) reasonable charges, costs and fees incurred in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Administrative Agent under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Administrative Agent, on behalf of the Secured Parties, in furtherance of the transactions contemplated hereby all in accordance with Section 11.04(a) of the Credit Agreement. In addition, after the occurrence and during the continuation of a Default or Event of Default, each of the Grantors will also pay all costs and expenses of the Administrative Agent in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Administrative Agent in furtherance of the transactions contemplated hereby.

13. Indemnity; Release of Intellectual Property Collateral.

13.1. Each of the Grantors agrees to reimburse the Administrative Agent (on behalf of the Secured Parties) and the Lenders for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Administrative Agent or any Lender as determined by a final and nonappealable judgment of a court of competent jurisdiction) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements. Each of the Grantors and the Administrative Agent may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks each of the Grantors proposes to abandon, the Administrative Agent agrees that, so long as an Event of Default has not then occurred and is continuing, it will release its security interest in any Patent or Trademark each of the Grantors proposes to abandon so long as such Patent or Trademark is no longer used by such Grantor and is not material to the operations of such Grantor, provided that after the occurrence and during the continuance of an Event of Default, the Administrative Agent's consent will be required prior to any such release and abandonment.

13.2. Each of the Grantors shall hold the Administrative Agent and the Lenders harmless from any and all costs, damages and expenses which may be incurred by the Administrative Agent (on behalf of the Secured Parties) or the Lenders in connection with any action or failure to act by any Lender or the Administrative Agent (on behalf of the Secured Parties) in connection with this Agreement, except those arising from the gross negligence or willful misconduct of such Lender or the Administrative Agent, as determined by a final and nonappealable judgment of a court of competent jurisdiction.

14. Relation to Security Agreement.

Any and all rights and interests of the Administrative Agent (for the benefit of the Secured Parties) in and to the Patents and Trademarks (and any and all obligations of the Grantors with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantors) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and the Credit Agreement and shall not be in derogation thereof.

15. Overdue Amounts.

Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Intellectual Property Collateral and shall bear, whether before or after judgment, interest at the Default Rate as set forth in Section 2.08(b) of the Credit Agreement.

16. Governing Law; Consent to Jurisdiction.

THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Each of the Grantors agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of New York sitting in New York County or the United States District Court of the Southern District of New York and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Grantor by mail at the address specified in Section 11.02 of the Credit Agreement. Each of the Grantors hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each of the Grantors waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Grantors (a) certifies that neither the Administrative Agent, nor any Lender nor any of their respective representatives, agents or attorneys has represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which they are parties, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this Section 17.

18. Miscellaneous.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of the Secured Parties and their respective successors and assigns (for the benefit of the Secured Parties). If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each of the Grantors acknowledges receipt of a copy of this Agreement.

19. Joinder of Additional Grantors. The Grantors shall cause each Person which, from time to time, after the date hereof becomes a Grantor under the Credit Agreement to execute and deliver to the Administrative Agent a joinder hereto and take all actions necessary to perfect the liens created hereunder, in each case, as required under the terms of the Credit Agreement. The

execution and delivery of such joinder hereto shall not require the consent of any Grantor hereunder. The rights and obligations of each of the Grantors hereunder shall remain in full force and effect.

20. Notice, etc.

All notices, requests and other communications hereunder shall be made in the manner set forth in Schedule 11.02 of the Credit Agreement.

21. Secured Hedge Agreements or Secured Cash Management Agreements.

All obligations of each of the Grantors under or in respect of Secured Hedge Agreements (which are not prohibited under the terms of the Credit Agreement) or Secured Cash Management Agreements to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Secured Hedge Agreement or Secured Cash Management Agreement shall be deemed to be a Secured Party hereunder with respect to such Obligations.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section 21 shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents. Each Secured Party not a party to the Credit Agreement who obtains the benefit of this Security Agreement by virtue of the provisions of this Section 21 shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of the Credit Agreement, and that with respect to the actions and omissions of the Administrative Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Administrative Agent and Related Parties shall be entitled to all the rights, benefits and immunities conferred under Article IX of the Credit Agreement.

22. Reinstatement; Continued Powers; Termination.

22.1 Reinstatement. The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of any Grantor, all as though such payment had not been made. The provisions of this Section 22.1 shall survive repayment of all of the Obligations and the termination or expiration of this Agreement in any manner, including but not limited to termination upon occurrence of the Termination Date. For purposes of this Agreement, "Termination Date" means the date of which the following has occurred: (a) the termination of the Aggregate Commitments and payment in full of all Obligations (other than (x) contingent indemnification obligations or other obligations that by their terms expressly survive termination of the Aggregate Commitments and payment in full of all Obligations and (y) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the

applicable Cash Management Bank or Hedge Bank have been made) and (b) the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer have been made).

22.2 Continued Powers. Until the Termination Date has occurred, the power of sale and other rights, powers and remedies granted to the Administrative Agent, for the benefit of the Secured Parties, hereunder shall continue to exist and may be exercised by the Administrative Agent at any time and from time to time irrespective of the fact that any of the Obligations or any part thereof may have become barred by any statute of limitations or that any part of the liability of any Grantor may have ceased.

22.3 Termination. Subject to the provisions of Section 22.1, this Agreement (as supplemented from time to time), and all obligations of the Grantor hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate without delivery of any instrument or performance of any act by any party on the Termination Date. Upon such termination of this Agreement, the Administrative Agent shall, at the request and sole expense of the Grantors, promptly deliver to the Grantors such termination statements and take such further actions as the Grantors may reasonably request to terminate of record, or otherwise to give appropriate notice of the termination of, any Lien conferred hereunder. Further, the Administrative Agent hereby agrees that upon the Grantors' request, it will release its security interest in such portion of the Intellectual Property Collateral which is sold by any of the Grantors pursuant to a Disposition permitted under Section 7.05 of the Credit Agreement.

23. Amendment and Restatement of Existing IP Security Agreements.

This Agreement amends, restates and shall supersede the Existing IP Security Agreements in their entirety on and as of the Closing Date. On the Closing Date, the rights and obligations of the parties under the Existing IP Security Agreements shall be subsumed within and governed by this Agreement. The liens and security interests granted by this Agreement are extensions of the liens and security interests granted pursuant to the Existing IP Security Agreements.

24. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each of the Grantors and the Administrative Agent.

[Signatures on next page]

IN WITNESS WHEREOF, each Borrower has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

GRANTORS:

HERITAGE CRYSTAL CLEAN, LLC

By: Mark DeVita
Name: Mark DeVita
Title: Chief Financial Officer

HERITAGE CRYSTAL CLEAN, INC.

By: Mark DeVita
Name: Mark DeVita
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Maria F. Maia
Title: Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

~~COMMONWEALTH OR STATE OF~~ Illinois)
COUNTY OF Cook) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of February, 2013, personally appeared Mark DeVita to me known personally, and who, being by me duly sworn, deposes and says that ~~he~~ ^{she} is the ~~Chief Financial Officer~~ ^{Chief Financial Officer} of Heritage-Crystal Clean, LLC, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors or similar governing body, and said Mark DeVita acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
JESSICA L FRIEDMAN Notary Public
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/05/16
Jessica L. Friedman
My commission expires: June 5, 2016

CERTIFICATE OF ACKNOWLEDGMENT

~~COMMONWEALTH OR STATE OF~~ Illinois)
COUNTY OF Cook) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of February, 2013, personally appeared Mark DeVita to me known personally, and who, being by me duly sworn, deposes and says that ~~he~~ ^{she} is the ~~Chief Financial Officer~~ ^{Chief Financial Officer} of Heritage-Crystal Clean, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Mark DeVita acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
JESSICA L FRIEDMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/05/16
Jessica L. Friedman
Notary Public
My commission expires: June 5, 2016

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS

<u>Patent Number</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Title</u>	<u>Registration Date</u>
7,300,575	Heritage-Crystal Clean, LLC	Valid	PORTABLE FILTER SYSTEM	11-27-2007
7,364,663	Heritage-Crystal Clean, LLC	Valid	FILTER SYSTEM	04-29-2008
7,484,515	Heritage-Crystal Clean, LLC	Valid	COMBINATION PARTS JET WASHER AND SINK WASHER	02-03-2009
6,818,126	Heritage-Crystal Clean, LLC	Valid	FILTER SYSTEM	11-16-2004
8,297,291	Heritage-Crystal Clean, LLC	Valid	COMBINATION PARTS WASHER AND SINK WASHER	10-30-2012

PATENT APPLICATIONS

None

PATENT LICENSES

None

**SCHEDULE B TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
CRYSTAL CLEAN	Heritage-Crystal Clean, LLC	Registered	2,240,339	April 20, 1999
CRYSTAL CLEAN	Heritage-Crystal Clean, LLC	Registered	2,373,512	August 1, 2000
MECHANICS BUDDY	Heritage-Crystal Clean, LLC	Registered	3,163,048	October 24, 2006

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
THE ALL AMERICAN OIL	Heritage-Crystal Clean, LLC	Pending	85259197	March 6, 2011
HOMER C. CAT	Heritage-Crystal Clean, LLC	Pending	85316722	May 10, 2011

TRADEMARK LICENSES

None

**SCHEDULE C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**MATERIAL COMMON LAW TRADEMARKS, COMMON LAW TRADE NAMES,
FRANCHISES AND OTHER MATERIAL INTELLECTUAL PROPERTY RIGHTS**

None

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of the undersigned (collectively, the “Assignor”), has adopted and used and is using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ having a place of business at _____ (the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all of Assignor’s right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

HERITAGE-CRYSTAL CLEAN, LLC

By: _____
Name:
Title:

HERITAGE-CRYSTAL CLEAN, INC.

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____
Name: _____
Title: _____

**ANNEX
TO
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
CRYSTAL CLEAN	Heritage-Crystal Clean, LLC	Registered	2,240,339	April 20, 1999
CRYSTAL CLEAN	Heritage-Crystal Clean, LLC	Registered	2,373,512	August 1, 2000
MECHANICS BUDDY	Heritage-Crystal Clean, LLC	Registered	3,163,048	October 24, 2006

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
THE ALL AMERICAN OIL	Heritage-Crystal Clean, LLC	Pending	85259197	March 6, 2011
HOMER C. CAT	Heritage-Crystal Clean, LLC	Pending	85316722	May 10, 2011

TRADEMARK LICENSES

None

EXHIBIT 2

ASSIGNMENT OF PATENTS

WHEREAS, each of the undersigned (collectively, the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on the Annex hereto; and

WHEREAS, _____, a _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all of Assignor's right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents.

This Assignment of Patents shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

HERITAGE-CRYSTAL CLEAN, LLC

By: _____
Name:
Title:

HERITAGE-CRYSTAL CLEAN, INC.

By: _____
Name:
Title:

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____
Name: _____
Title: _____

**ANNEX
TO
ASSIGNMENT OF PATENTS**

PATENTS

<u>Patent Number</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Title</u>	<u>Registration Date</u>
7,300,575	Heritage-Crystal Clean, LLC	Valid	PORTABLE FILTER SYSTEM	11-27-2007
7,364,663	Heritage-Crystal Clean, LLC	Valid	FILTER SYSTEM	04-29-2008
7,484,515	Heritage-Crystal Clean, LLC	Valid	COMBINATION PARTS JET WASHER AND SINK WASHER	02-03-2009
6,818,126	Heritage-Crystal Clean, LLC	Valid	FILTER SYSTEM	11-16-2004
8,297,291	Heritage-Crystal Clean, LLC	Valid	COMBINATION PARTS WASHER AND SINK WASHER	10-30-2012

PATENT APPLICATIONS

None

PATENT LICENSES

None