

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
Clean Earth, Inc.		07/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1740437	CLEAN EARTH
Registration Number:	3798791	CE
Registration Number:	3798790	CE CLEAN EARTH
Registration Number:	3798792	FASTER, SMARTER, GREENER SOLUTIONS.

CORRESPONDENCE DATA	
Fax Number:	2125562222
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-556-2379
Email:	clein@kslaw.com
Correspondent Name:	King & Spalding LLP
Address Line 1:	1185 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	09631.009139
NAME OF SUBMITTER:	Christina DuVal

OP \$115.00 1740437

TRADEMARK

Signature:	/Christina DuVal/
Date:	07/23/2013
Total Attachments: 5 source=Clean Earth Tademark Security Agreement#page1.tif source=Clean Earth Tademark Security Agreement#page2.tif source=Clean Earth Tademark Security Agreement#page3.tif source=Clean Earth Tademark Security Agreement#page4.tif source=Clean Earth Tademark Security Agreement#page5.tif	

Trademark Security Agreement

This **Trademark Security Agreement**, dated as of July 22, 2013, by **CLEAN EARTH, INC.** (the "Pledgor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to a Security Agreement dated as of July 22, 2013 (the "Security Agreement") in favor of the Administrative Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit under the Credit Agreement, Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Pledged Collateral of such Pledgor consisting of the following:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the Facility Termination Date, the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement shall automatically be released and the Administrative Agent shall execute,

acknowledge, and deliver to Pledgor an instrument in writing in recordable form evidencing such release.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or, subject to Section 10.2 of the Credit Agreement, other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Choice of Law. This Trademark Security Agreement shall be governed by the laws of the State of New York.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CLEAN EARTH INC.,

By: _____


Name: Christopher Dods
Title: President

[Trademark Security Agreement]

TRADEMARK
REEL: 005076 FRAME: 0399

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent



By: 
Name: Craig Gallehugh
Title: Duly Authorized Signatory

{Trademark Security Agreement}

TRADEMARK
REEL: 005076 FRAME: 0400

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Clean Earth, Inc.	1740437	CLEAN EARTH
Clean Earth, Inc.	3798791	
Clean Earth, Inc.	3798790	
Clean Earth, Inc.	3798792	FASTER, SMARTER, GREENER SOLUTIONS

Trademark Applications: NONE