

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
Evergreen Oil, Inc.		09/18/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	225 Franklin Street		
Internal Address:	MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1636629	EVERGREEN	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2004103-0024		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

Date:

09/18/2013

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS effective as of September 18, 2013 ("Agreement"), is made by the undersigned (collectively, the "Grantor"), in favor of Bank of America, N.A., as Administrative Agent (the "Agent") under to that certain Fourth Amended and Restated Credit Agreement, dated as of January 17, 2013 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Clean Harbors, Inc. (the "U.S. Borrower"), Clean Harbors Industrial Services Canada, Inc. (the "Canadian Borrower"), the lenders from time to time party thereto (collectively, the "Lenders"), and Bank of America, N.A., as Administrative Agent (in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and other financial accommodations to the U.S. Borrower and the Canadian Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the U.S. Borrower have executed and delivered a Security Agreement (U.S. Domiciled Loan Parties) dated as of January 17, 2013 in favor of the Agent (as amended, restated, supplemented or modified from time to time, 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 now owned or hereafter acquired by the Grantor; 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 other financial accommodations to the U.S. Borrower and the Canadian Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and 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, as applicable.

2. Grant of Security Interest. Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand by the Agent made upon and during the occurrence of an Event of Default, all of Grantor's right, title and interest in, to and under the Trademarks now owned or hereafter acquired by Grantor (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 (as defined in the Security Agreement).

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 U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, and all other government offices in the countries in which the Trademarks have been filed and/or registered (should Agent so wish to record). The security interest granted hereby has been granted to the Agent, for the benefit of 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 Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and 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 Security 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.

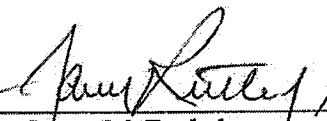
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without giving effect to principles of conflicts of laws other than Section 5-1401 and Section 5-1402 of the General Obligations Laws of the State of New York).


[remainder of page intentionally left blank]

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.

EVERGREEN OIL, INC.

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

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Christopher M. O'Halloran
Title: Senior Vice President

[Signature Page to Grant of Security Interest – Trademarks]

TRADEMARK
REEL: 005113 FRAME: 0804

SCHEDULE A

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration #</u>	<u>Serial #</u>	<u>Registration Date</u>
Evergreen	Typed Drawing	1636629	74060938	March 5, 1991