

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. ECOLOGY, INC.		06/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	MAC U1858-032		
Internal Address:	877 WEST MAIN ST. 3RD FLOOR		
City:	BOISE		
State/Country:	IDAHO		
Postal Code:	83702-5883		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3173324	US ECOLOGY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049275-0061		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	06/18/2014		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 17, 2014 (as amended, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by EACH OF THE GRANTOR SIGNATORIES HERETO (collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of the Secured Parties (as defined in the Collateral Agreement referred to below) (together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, US ECOLOGY, INC., a Delaware corporation (“Borrower”) has entered into that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Borrower, each lender from time to time party thereto, and the Administrative Agent;

WHEREAS, Borrower and each of the Subsidiaries of Borrower identified as Grantors on the signature pages hereto (the “Subsidiary Guarantors”), have executed and delivered that certain Collateral Agreement, dated as of the date hereof, in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented, or otherwise modified from time to time, the “Collateral Agreement”). All capitalized terms used herein without definition shall have the meaning given in the Collateral Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement; and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s rights, priorities and privileges with respect to intellectual property, whether arising under United States, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. All domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a’s, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general

intangibles of like nature, now or hereafter owned, adopted, acquired or used by such Grantor, including, without limitation, (a) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/as, Internet domain names, trade styles, designs, logos and other source or business identifiers described in Schedule 1 hereto, (b) all applications, registrations and recordings thereof referred to in Schedule 1 hereto (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), (c) all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of such Grantor relating to the distribution of products and services in connection with which any of such marks are used; (d) all rights corresponding thereto throughout the world; (e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”);

1.2 Trademark Licenses. All licenses, contracts or other agreements, whether written or oral, naming such Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (including, without limitation, all Trademark Licenses described in Schedule 1 hereto);

1.3 Patents. All domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, including, without limitation, (a) all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule 1 hereto, (b) all applications, registrations and recordings thereof referred to in Schedule 1 hereto (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), (c) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, (d) all rights corresponding thereto throughout the world; (e) all inventions and improvements described therein; (f) all rights to sue for past, present and future infringements thereof; (g) all licenses, claims, damages, and proceeds of suit arising therefrom; and (h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”);

1.4 Patent Licenses. All licenses, contracts or other agreements, whether written or oral, naming such Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent (including, without limitation, all Patent Licenses set forth in Schedule 1 hereto);

1.5 Copyrights. All domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by such Grantor, including, without limitation, (a) all copyrights described in Schedule 1 hereto, (b) all applications, registrations and recordings thereof described in Schedule 1 hereto (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), (c) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, (d) all rights corresponding thereto throughout the world; (e) all rights to sue for past, present and future infringements thereof; and (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyrights”);

1.6 Copyright Licenses. All licenses, contracts or other agreements, whether written or oral, naming such Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Copyright (including, without limitation, all Copyright Licenses set forth in Schedule 1 hereto);

1.7 Trade Secrets. All domestic and foreign trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. All licenses, contracts or other agreements, whether written or oral, naming such Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Trade Secret (including, without limitation, all Trade Secret Licenses set forth in Schedule 1 hereto); and

1.9 Proceeds. Any and all proceeds and rights to proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property; provided that all proceeds and rights to proceeds of Excluded Property that would be Intellectual Property Collateral but for this sentence shall be included within the Intellectual Property Collateral over which a security interest in granted under Section 1 except to the extent specifically provided in the definition of Excluded Property.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION GOVERN THE PERFECTION AND PRIORITY OF THE SECURITY INTERESTS GRANTED HEREBY).

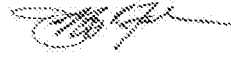
SECTION 6. JURISDICTION; WAIVER OF JURY TRIAL. THE PROVISIONS OF SECTIONS 12.5(b), 12.5(c), 12.5(d) AND 12.6 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE MUTATIS MUTANDIS AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS.

SECTION 7. ADMINISTRATIVE AGENT. Wells Fargo Bank, National Association is acting hereunder solely in its capacity as administrative agent under the Collateral Agreement, and all of the rights, protections, benefits, indemnities and immunities of the Administrative Agent set forth in the Collateral Agreement shall apply to the Administrative Agent's actions hereunder. To the extent this agreement contemplates payments by the Administrative Agent, the Administrative Agent shall have no liability therefor. Any act, or refusal to act, hereunder requiring the Administrative Agent to exercise discretion shall be exercised in accordance with the terms of the Collateral Agreement. The permissive authorizations, entitlements, powers and rights (including the right to request that a Grantor take an action or deliver a document) granted to the Administrative Agent herein shall not be construed as duties. Notwithstanding anything to the contrary contained herein or in the Code but without limiting the rights and authorizations of the Administrative Agent hereunder, the Administrative Agent shall not be obligated to (i) prepare, record, file, re-record, or re-file any financing statement, perfection statement, continuation statement or other instrument in any public office or otherwise ensure the perfection or maintenance of any security interest granted pursuant to, or contemplated by, any Security Document, (ii) take any necessary steps to preserve rights against any parties with respect to any Intellectual Property Collateral, or (iii) take any action to protect against any diminution in value of the Intellectual Property Collateral.

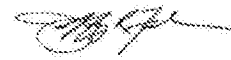
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

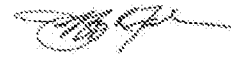
US ECOLOGY, INC., a Delaware corporation

By: 
Name: Jeffrey R. Feeler
Title: President and Chief Executive Officer

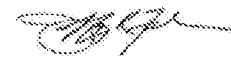
AMERICAN ECOLOGY ENVIRONMENTAL SERVICES CORPORATION, a Texas corporation

By: 
Name: Jeffrey R. Feeler
Title: President

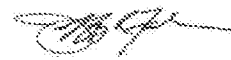
AMERICAN ECOLOGY RECYCLE CENTER, INC., a Delaware corporation

By: 
Name: Jeffrey R. Feeler
Title: President

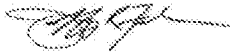
US ECOLOGY FIELD SERVICES, INC., a Delaware corporation

By: 
Name: Jeffrey R. Feeler
Title: President

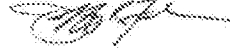
US ECOLOGY IDAHO, INC., a Delaware corporation

By: 
Name: Jeffrey R. Feeler
Title: President

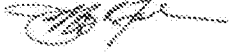
US ECOLOGY ILLINOIS, INC., a California corporation

By: 
Name: Jeffrey R. Feeler
Title: President

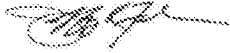
US ECOLOGY MICHIGAN, INC., a Michigan corporation

By: 
Name: Jeffrey R. Feeler
Title: President

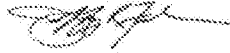
US ECOLOGY NEVADA, INC., a Delaware corporation

By: 
Name: Jeffrey R. Feeler
Title: President

US ECOLOGY TEXAS, INC., a Delaware corporation

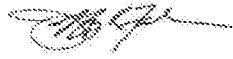
By: 
Name: Jeffrey R. Feeler
Title: President

US ECOLOGY WASHINGTON, INC., a Delaware corporation

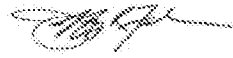
By: 
Name: Jeffrey R. Feeler
Title: President

[Signature pages continue on next page]

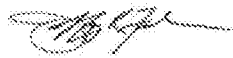
1045 PENNSYLVANIA AVE, LLC, a New Jersey limited liability company

By: 
Name: _____
Title: _____

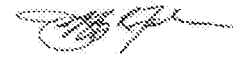
ALLSTATE POWER VAC, INC., a New York corporation

By: 
Name: _____
Title: _____

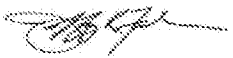
ENVIRITE OF ILLINOIS, INC., a Delaware corporation

By: 
Name: _____
Title: _____

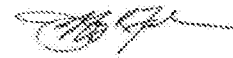
ENVIRITE OF OHIO, INC., a Delaware corporation

By: 
Name: _____
Title: _____

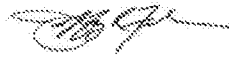
ENVIRITE OF PENNSYLVANIA, INC., a Delaware corporation

By: 
Name: _____
Title: _____

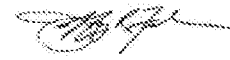
ENVIRITE TRANSPORTATION LLC, an Ohio limited liability company

By: 
Name: _____
Title: _____

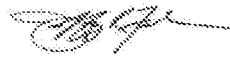
EQ ALABAMA, INC., a Michigan corporation

By: 
Name: _____
Title: _____

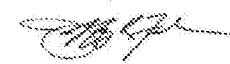
EQ AUGUSTA, INC., a Michigan corporation

By: 
Name: _____
Title: _____

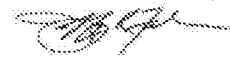
EQ DETROIT, INC., a Michigan corporation

By: 
Name: _____
Title: _____

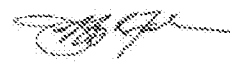
EQ FLORIDA, INC., a Michigan corporation

By: 
Name: _____
Title: _____

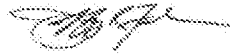
EQ HOLDINGS, INC., a Delaware corporation

By: 
Name: _____
Title: _____

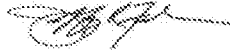
EQ INDUSTRIAL SERVICES, INC., a Michigan corporation

By: 
Name: _____
Title: _____


EQ METALS RECOVERY LLC, an Ohio limited liability company

By: 
Name: _____
Title:

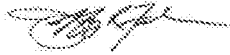
EQ MOBILE RECYCLING, INC., a Michigan corporation

By: 
Name: _____
Title:

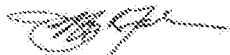
EQ NORTHEAST, INC., a Massachusetts corporation

By: 
Name: _____
Title:

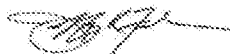
EQ OKLAHOMA, INC., a Michigan corporation

By: 
Name: _____
Title:

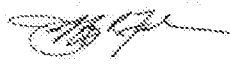
EQ PARENT COMPANY, INC., a Delaware corporation

By: 
Name: _____
Title:

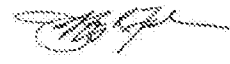
EQ RESOURCE RECOVERY, INC., a Michigan corporation

By: 
Name: _____
Title:

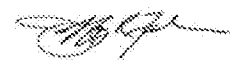
**EQ THE ENVIRONMENTAL QUALITY
COMPANY**, a Michigan corporation

By: 
Name: _____
Title:

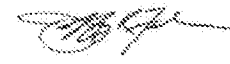
MICHIGAN DISPOSAL, INC., a Michigan
corporation

By: 
Name: _____
Title:

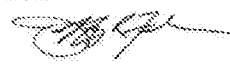
PIPEVISION TECHNOLOGIES LLC, a New
York limited liability company

By: 
Name: _____
Title:


RTF ROMULUS, LLC, a Michigan limited
liability company

By: 
Name: _____
Title:

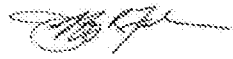
VAC – ALL SERVICE, INC., a Michigan
corporation

By: 
Name: _____
Title:

WAYNE DISPOSAL, INC., a Michigan
corporation

By: 
Name: _____
Title:

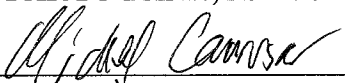
WAYNE ENERGY RECOVERY, INC., a
Michigan corporation

By: 
Name: _____
Title:

[Signature pages continue on next page]

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Michael Conarsa
Title: Vice President, Relationship Manager

SCHEDULE 1
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

(A) Copyrights

Grantor	Jurisdiction	Title of Work	Registration Number (if any)	Registration Date (if any)
EQ The Environmental Quality Company	United States	Approved Vendors Compiled By Size and Type Vendor	TX-u 1-777-450	9/29/2011
US Ecology, Inc.	United States	Handling hazardous waste / a B N A Communications, Inc., production ; producer, Judy Knight ; director/editor, Clifton R. Witt.	PA0000299465	8/25/1986

(B) Copyright Licenses – None.

Grantor	Description of Copyright License	Registration Number (if any) of underlying Copyright	Name of Licensor

(C) Patents – None.

Grantor	Jurisdiction	Title of Patent	Patent Number/(Application Number)	Issue Date/(Filing Date)

(D) Patent Licenses


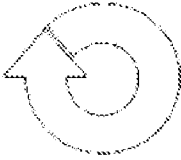
Grantor	Description of Patent License	Patent Number of underlying Patent	Name of Licensor
US Ecology Idaho, Inc.	Treatment of Electric Arc Furnace Dust	5,245,122 ¹ 5,569,152 ² 6,053,857 ³	Envirosafe Services of Ohio, Inc.

¹ Patent expired.

² Patent expired; assignment from Charles L. Smith to Conversion Systems, Inc. recorded 12/21/1994 and Charles L. Smith to Envirosafe Services of Ohio, Inc. recorded 8/31/1998; potential chain of title issue.

		5,853,474 ⁴ 4,840,671 ⁵ 4,911,747 ⁶	
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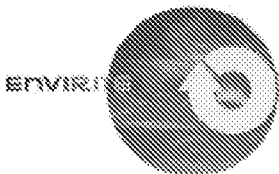
(E) Registered Trademarks

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
US Ecology, Inc.	United States	US ECOLOGY	3173324	11/21/06
Envirite of Ohio, Inc.	United States		1078610	11/29/1977
Envirite of Ohio, Inc.	United States		2235819	3/30/1999
Envirite of Ohio, Inc.	United States	ENVIRITE	1164088	8/4/1981
Envirite of Ohio, Inc.	United States	ENVIRITE	2225582	2/23/1999
Envirite of Ohio, Inc.	United States	EQ OHIO	1938508	5/21/10

(F) Material Unregistered Trademarks Owned or Used

“Technology for the Environment”

ENVIRITE



(G) Trademark Licenses – None.

³ Patent expired; assignment from John Y. Stevens to Conversion Systems, Inc. recorded 5/15/1998 and Conversion Systems, Inc. to Envirosafe Services of Ohio, Inc. recorded 12/4/2000; potential chain of title issue.

⁴ Patent expired due to nonpayment.

⁵ Patent expired.

⁶ Patent expired due to nonpayment.

Grantor	Description of Trademark License	Registration Number of underlying Trademark	Name of Licensor

(H) Trade Secret Licenses – None.

Grantor	Description of Trade Secret License	Name of Licensor

(I) Domain Names

usecology.com	stablex.com
americanecology.com	stablex.ca
eqonline.com	us-ecol.com
waste.com	am-ecol.com
allstatepowervac.com	usecology.mx
Allstatepv.com	usecology.com.mx
aspvac.com	
aspvac.net	
aspvac.org	
cleanheaven.com	
envirite.com	
envirite.us	
easlabs.com	

(J) Leased and Owned Software

Epicor ebackoffice
FRX
EnviroWare
Solomon Standard Edition
EQAI