

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Earth, Inc.		08/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Group Diversified Holdings LLC		
Street Address:	61 Wilton Road, Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1740437	CLEAN EARTH	
Registration Number:	3798790	CE CLEAN EARTH	
Registration Number:	3798791	CE	
Registration Number:	3798792	FASTER, SMARTER, GREENER SOLUTIONS.	
CORRESPONDENCE DATA			
Fax Number:	5133611201		
<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>			
Phone:	513.361.1200		
Email:	trademark@squirepb.com		
Correspondent Name:	Andrew M. Simon		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	221 E. Fourth St., Suite 2900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	052292.00150		
NAME OF SUBMITTER:	Andrew M. Simon		
SIGNATURE:	/Andrew Simon/		
DATE SIGNED:	10/13/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of August 26, 2014, by Clean Earth, Inc., a Delaware corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Grantor, as borrower ("Borrower"), and Clean Earth Holdings, Inc. and CEI Holding Corporation, as co-borrowers ("Co-Borrowers"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrowers, CEHI Acquisition Corporation, and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

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

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("USPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security 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.

[Signature pages follow]

IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

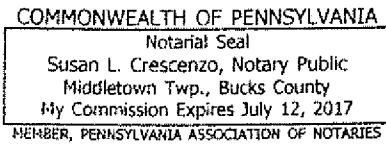
GRANTOR:

CLEAN EARTH, INC.

By: Bernard Guerin
Name: Bernard Guerin
Title: Treasurer, Secretary and Vice President

STATE OF PA)
COUNTY OF Bucks) ss:

On this 9th day of Oct, 2014, there appeared before me Bernard Guerin, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Clean Earth, Inc.



Susan L. Crescenzo
Notary Public

My Commission Expires: _____

[Signature page 1 of 2 to Intellectual Property Security Agreement]

SECURED PARTY:

**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

By: _____

Name: Ryan Faulkingham

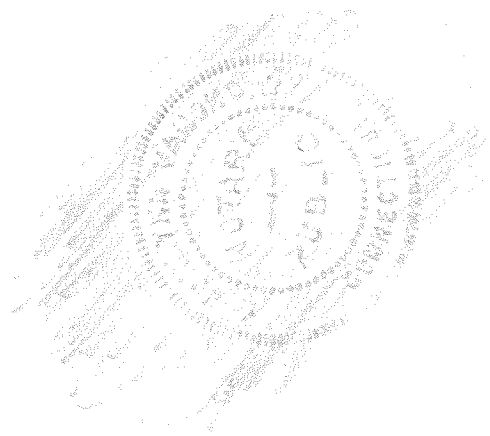
Title: Chief Financial Officer

STATE OF Connecticut)
) ss:
COUNTY OF Fairfield)

On this 3rd day of October, 2014, there appeared before me Ryan Faulkingham, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.

Jonathan Vancio
Notary Public



My Commission Expires: 4.30.16



[Signature page 2 of 2 to Intellectual Property Security Agreement]

SCHEDULE A

TRADEMARKS

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CLEAN EARTH	U.S.	1,740,437 December 15, 1992
	U.S.	3798791 June 8, 2010
 CLEAN EARTH	U.S.	3798790 June 8, 2010
FASTER, SMARTER, GREENER SOLUTIONS	U.S.	3798792 June 8, 2010

SCHEDULE B

PATENTS

None.

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