

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		08/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clean Earth, Inc.		
Street Address:	334 S. Warminster Road		
City:	Hatboro		
State/Country:	PENNSYLVANIA		
Postal Code:	19040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1740437	CLEAN EARTH	
Registration Number:	3798790	CE CLEANEARTH	
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 M. Simon/		
DATE SIGNED:	10/22/2014		

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Total Attachments: 5

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 26, 2014 (this "Release"), from General Electric Capital Corporation, a Delaware corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the Issuing Lenders (as defined in the Credit Agreement, dated as of July 22, 2013 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and the other Secured Parties, in favor of Clean Earth, Inc., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Pledgor, Agent and the other parties thereto entered into that certain Security Agreement, dated as of July 22, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Pledgor entered into that certain Trademark Security Agreement dated as of July 22, 2013 (the "Trademark Security Agreement"), in favor of Agent, under which the Pledgor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the Pledgor's right, title and interest in, to and under the Trademarks (as defined in the Security Agreement) and other Collateral referred to in Section 2 of the Trademark Security Agreement, including the items set forth on Schedule I (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on July 23, 2013 on Reel: 5076, Frame: 0395; and

WHEREAS, the Pledgor has paid all of its outstanding indebtedness to Agent, and Agent now desires to terminate and release the entirety of any and all of its Lien on and security interest in and relating to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all of its Lien on and security interest in and relating to the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I attached hereto, (ii) terminates the Trademark Security Agreement and (iii) re-assigns to the Pledgor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby

cease and become void. This Release is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any Trademark Collateral, or any other matter.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to the Pledgor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably requested by the Pledgor to more fully and effectively effect the release of any and all security interest it may have in or relating to the Trademarks contemplated hereby.

4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.



**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: 
Name: **Shannon C. Fritz**
Title: **Duly Authorized Signatory**

[Original Trademark Security Agreement Schedule to be Re-Attached]

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