

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM424064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Ecology, Inc.		04/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	MAC U1858-032, 877 West Main Street - 3rd Floor		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3173324	US ECOLOGY	
Registration Number:	4873295	USECOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049275-0061		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/18/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 18, 2017 (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 Credit 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, the Administrative Agent and the other parties party thereto;

WHEREAS, Borrower and each of the other Grantors 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 (collectively, 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/as, 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;

1.3 Patents. All domestic and foreign letters patent, design patents, utility patents, industrial designs, patentable inventions now existing or hereafter acquired, including, without limitation, (a) all domestic and foreign letters patent, design patents, utility patents, industrial designs and inventions 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;

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;

1.7 Trade Secrets. All domestic and foreign trade secrets and all other confidential or proprietary information, ideas, concepts, methods, techniques, processes, technology, formulae, 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 such 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 ; 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 Credit Agreement, and all of the rights, protections, benefits, indemnities and immunities of the Administrative Agent set forth in the Credit 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 Credit 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: Eric L. Gerratt

Title: Executive Vice President and
Chief Financial Officer

[Signature pages continue on next page]

AMERICAN ECOLOGY ENVIRONMENTAL SERVICES CORPORATION, a Texas corporation,
AMERICAN ECOLOGY RECYCLE CENTER, INC., a Delaware corporation,
US ECOLOGY IDAHO, INC., a Delaware corporation,
US ECOLOGY ILLINOIS, INC., a California corporation,
US ECOLOGY MICHIGAN, INC., a Michigan corporation,
US ECOLOGY NEVADA, INC., a Delaware corporation,
US ECOLOGY TEXAS, INC., a Delaware corporation,
US ECOLOGY WASHINGTON, INC., a Delaware corporation,
ENVIRITE OF ILLINOIS, INC., a Delaware corporation,
ENVIRITE OF OHIO, INC., a Delaware corporation,
ENVIRITE OF PENNSYLVANIA, INC., a Delaware corporation,
ENVIRITE TRANSPORTATION LLC, an Ohio limited liability company,
EQ ALABAMA, INC., a Michigan corporation,
EQ AUGUSTA, INC., a Michigan corporation,
EQ DETROIT, INC., a Michigan corporation,
EQ FLORIDA, INC., a Michigan corporation,
EQ HOLDINGS, INC., a Delaware corporation,
EQ INDUSTRIAL SERVICES, INC., a Michigan corporation,
EQ METALS RECOVERY LLC, an Ohio limited liability company,
EQ MOBILE RECYCLING, INC., a Michigan corporation,
EQ NORTHEAST, INC., a Massachusetts corporation,
EQ OKLAHOMA, INC., a Michigan corporation,
EQ PARENT COMPANY, INC., a Delaware corporation,
EQ RESOURCE RECOVERY, INC., a Michigan corporation,
EQ THE ENVIRONMENTAL QUALITY COMPANY, a Michigan corporation,
MICHIGAN DISPOSAL, INC., a Michigan corporation,
RTF ROMULUS, LLC, a Michigan limited liability company,
VAC-ALL SERVICE, INC., a Michigan corporation,
WAYNE DISPOSAL, INC., a Michigan corporation,
WAYNE ENERGY RECOVERY, INC., a Michigan corporation,
US ECOLOGY THERMAL SERVICES, INC., a Delaware corporation, and
US ECOLOGY VERNON, INC., a Delaware corporation

each, as a Grantor

By: 

Name: Eric L. Gerratt

Title: Vice President and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006035 FRAME: 0686

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Mike Cenarrusa

Title: Vice President, Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1
to Intellectual Property
Security Agreement



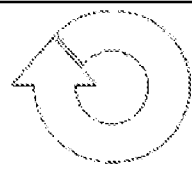
(A) Registered Copyrights

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) Patents

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

(C) Registered Trademarks

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
US Ecology, Inc.	United States	US ECOLOGY	3173324	11/21/06
US Ecology, Inc.	United States		4873295	12/22/2015
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