

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veolia ES Industrial Services, Inc.		02/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	MA5-100-09-12		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4704640	GATOR	
Registration Number:	4680100	HANDS FREE	
Registration Number:	4625958	VIPER	
Registration Number:	4509545	GATOR	
Registration Number:	2847556	QUIETAIR	
Registration Number:	2812958	PMT	
Registration Number:	2823229	PERFORMANCE MEASUREMENT TECHNOLOGY	
Registration Number:	3769587	DRYASH	
Registration Number:	2517917	SINGLE STAGE	
Registration Number:	2376052	AQUA BLOW	
Registration Number:	2373856	AQUA PIG	
Registration Number:	2443541	AQUA FLUSH	
Registration Number:	2325638	MICROFLUSH	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			

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Phone: 617-248-5000
Email: tadmin@choate.com
Correspondent Name: Daniel L. Scales
Address Line 1: Choate, Hall & Stewart LLP
Address Line 2: Two International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2004103-0028

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 04/04/2018

Total Attachments: 4

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 23, 2018 is made by Veolia ES Industrial Services, Inc., a Delaware corporation, located at 42 Longwater Drive, Norwell, MA 02061 (the "Grantor"), in favor of Bank of America, N.A., as administrative agent (the "Agent") under that certain Fifth Amended and Restated Credit Agreement dated as of November 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including by that First Amendment to Credit Agreement dated as of June 30, 2017, the "Credit Agreement"), by and among Clean Harbors, Inc., a Massachusetts corporation (the "U.S. Borrower"), Clean Harbors Industrial Services Canada, Inc., an Alberta corporation (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), the lenders from time to time party thereto, and the Agent.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the U.S. Borrower have executed and delivered that certain Second Amended and Restated Security Agreement (U.S. Domiciled Loan Parties) (as amended, restated, supplemented or modified from time to time, the "Security Agreement") dated as of June 30, 2017, in favor of the Agent;

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; 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 Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of 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.

2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon and during occurrence of an Event of Default, all of the Grantor's right, title and interest in, to and under the Trademarks (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.

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 United States Patent and Trademark Office. The security interest granted hereby has been granted to 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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).

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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.

VEOLIA ES INDUSTRIAL SERVICES, INC.

By: 
Name: Michael Battles
Title: Executive Vice President

BANK OF AMERICA, N.A.,

as Agent

By: 
Name:
Title: Christopher M. O'Halloran
Senior Vice President
Bank of America, N.A.

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Application No.	Registration No.
DIAMONDBACK (Class 07)	86/028,971	none yet
GATOR (Class 37)	86/028,862	4,704,640
HANDS FREE (Class 07)	86/028,994	4,680,100
VIPER (Class 07)	86/028,987	4,625,958
GATOR (Class 07)	85/937,045	4,509,545
QUIETAIR (Class 37)	78/264,813	2,847,556
PMT (Class 37)	78/190,801	2,812,958
PERFORMANCE MEASUREMENT TECHNOLOGY (Class 37)	78/190,796	2,823,229
DRYASH (Class 40)	77/833,399	3,769,587
SINGLE STAGE ((Class 37)	75/593,780	2,517,917
AQUA BLOW (Class 37)	75/576,403	2,376,052
AQUA PIG (Class 37)	75/576,402	2,373,856
AQUA FLUSH (Class 37)	75/576,401	2,443,541
MICROFLUSH (Class 37)	75/553,038	2,325,638
CAPTRAC	1338212	TMA761940
PMT	1226611	TMA708557
PERFORMANCE MEASUREMENT TECHNOLOGY	1226610	TMA708510