

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Response Corporation		11/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	MAC U1858-032, 877 West Main Street - 3rd Floor		
<b>City:</b>	Boise		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83702		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4128097	NRC	
<b>Registration Number:</b>	4128098	NRC NATIONAL RESPONSE CORPORATION	
<b>Registration Number:</b>	2836739	SPILLSAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049275-0061		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	11/01/2019		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2019 (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 HOLDINGS, INC., a Delaware corporation (f/k/a US Ecology, Inc., a Delaware corporation) (“Borrower”), has entered into that certain Credit Agreement, dated as of April 18, 2017 (as amended by that certain First Amendment, dated as of August 6, 2019 (the “First Amendment”), and that certain Lender Joinder Agreement and Second Amendment, dated as of November 1, 2019 (the “Lender Joinder Agreement”), and as further 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 April 18, 2017, 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 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:**

**EAGLE CONSTRUCTION AND ENVIRONMENTAL SERVICES, LLC**, a Delaware limited liability company,  
**ENPRO HOLDINGS GROUP, INC.**, a Delaware corporation,  
**ENPRO SERVICES OF VERMONT, INC.**, a Maine corporation,  
**JFL-NRC HOLDINGS, LLC**, a Delaware limited liability company,  
**NATIONAL RESPONSE CORPORATION**, a Delaware corporation,  
**NATL RESPONSE CORPORATION OF PUERTO RICO**, a Delaware corporation,  
**NRC ALASKA, LLC**, a Delaware limited liability company,  
**NRC EAST ENVIRONMENTAL SERVICES, INC.**, a Massachusetts corporation,  
**NRC ENVIRONMENTAL OF MAINE, INC.**, a Maine corporation,  
**NRC ENVIRONMENTAL SERVICES INC.**, a Washington corporation,  
**NRC GROUP HOLDINGS CORP.**, a Delaware corporation,  
**NRC GROUP HOLDINGS, LLC**, a Delaware limited liability company,  
**NRC GULF ENVIRONMENTAL SERVICES, INC.**, a Delaware corporation,  
**NRC NY ENVIRONMENTAL SERVICES, INC.**, a Delaware corporation,  
**NRC PAYROLL MANAGEMENT LLC**, a Delaware limited liability company,  
**NRC US HOLDING COMPANY, LLC**, a Delaware limited liability company,  
**OP-TECH AVIX, INC.**, a New York corporation,  
**OSRV HOLDINGS, INC.**, a Delaware corporation,  
**QUAIL RUN SERVICES, LLC**, a Texas limited liability company,  
**SES HOLDCO, LLC**, a Delaware limited liability company,  
**SOUTHERN WASTE SERVICES, INC.**, a Florida corporation,  
**SPECIALIZED RESPONSE SOLUTIONS, L.P.**, a Texas limited partnership,  
**SPRINT ENERGY SERVICES, LLC**, a Delaware limited liability company,  
**SPRINT KARNES COUNTY DISPOSAL LLC**, a Texas limited liability company, and  
**TMC SERVICES, INC.**, a Massachusetts corporation

By:  \_\_\_\_\_

Name: Christian T. Swinbank

Title: President and Chief Executive Officer

US ECOLOGY TRANSPORTATION SOLUTIONS, INC., a Delaware corporation

By: 

Name: Eric L. Gerratt

Title: Vice President and Treasure

US ECOLOGY WINNIE, LLC., a Delaware limited liability company

By: 

Name: Eric L. Gerratt

Title: Vice President and Treasure



**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: 

Name:

Michael Conaroush

Title:

Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006785 FRAME: 0852**

**SCHEDULE 1  
to Intellectual Property  
Security Agreement**

(A) Registered Copyrights





None.

(B) Patents

Grantor	Jurisdiction	Title of Patent	Patent Number/(Application Number)	Issue Date/(Filing Date)
National Response Corporation	United States	Automatic Tilting Oil Skimmer Frame	8449768 / (12900009)	5/28/2013 / (10/7/2010)

(C) Registered Trademarks

U.S. Trademarks

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
National Response Corporation	United States		4128097	4/17/2012
National Response Corporation	United States		4128098	4/17/2012
National Response Corporation	United States	SPILLSAVE	2836739	4/27/2004
NRC Environmental Services Inc.	United States		4128099	4/17/2012
NRC NY Environmental Services, Inc.	United States	OP-TECH	1767658	4/27/1993
NRC Gulf Environmental Services, Inc. (f/k/a Progressive Environmental Services, Inc.)	United States	SWS ENVIRONMENTAL SERVICES	4286611	2/5/2013
NRC Gulf Environmental Services, Inc. (f/k/a Progressive Environmental Services, Inc.)	United States		4286612	2/5/2013