

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stericycle, Inc.		02/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4615367	EXPERTSOLUTIONS	
Registration Number:	4471119	STERIWORKS	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	02/26/2020		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2020 (this "Trademark Security Agreement"), by STERICYCLE, INC., a Delaware corporation (the "Company"), and each Subsidiary of the Company identified on the signature pages hereto (such Subsidiaries, together with the Company, collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent ("Administrative Agent") for itself and the Lenders from time to time party to the Credit Agreement, as hereinafter defined (the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 17, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, certain Subsidiaries of the Company party thereto as Designated Borrowers (together with the Company, the "Borrowers"), the Administrative Agent and the Lenders from time to time party thereto, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent, on behalf of itself and the other Secured Parties, a security interest in substantially all of Grantor's personal property and assets, including, without limitation, the Trademark Collateral (as defined below) referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has agreed to execute this Trademark Security Agreement in respect of its Trademark Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Trademark Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) (i) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications 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 (collectively, the "Marks"); (ii) any reissues, extensions or renewals of any Marks, (iii) the goodwill of the business symbolized by or associated with the Marks, (iv) all domain names, (v) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (vi) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (vii) any rights to sue for past, present and future infringements of the Marks, as set forth in Schedule A hereto, as Schedule A may be supplemented (pursuant to this Trademark Security Agreement and the Security Agreement) from time to time by supplements which may be executed and delivered by the Grantor to the Administrative Agent from time to time (the "Trademarks"); and

(b) any and all proceeds of the foregoing; provided, however that the Trademark Collateral shall not include any Excluded Assets (as defined in the Security Agreement).

2. SECURITY FOR OBLIGATIONS. The pledge and collateral assignment of, and the grant of a security interest in, the Trademark Collateral by each of the Grantors under this Trademark Security Agreement secures the payment in full of all Obligations (other than unasserted contingent indemnity claims or unasserted claims based on provisions in the Loan Documents that survive the repayment of the Obligations) of the Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. COVENANTS.

(a) If, before payment in full of the Obligations and termination of the Commitments, any Grantor obtains rights to any new Trademarks, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to the Administrative Agent notice thereof in writing in accordance with the Security Agreement. Without limiting the Grantor's obligations under this paragraph, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

(b) Any expenses incurred in connection with prosecution, registration and maintenance of the Trademarks shall be borne by the Grantors.

(c) If any Grantor fails to comply with any of the foregoing provisions of this Section 3, the Administrative Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at the Grantor's expense, and each Grantor hereby agrees to reimburse the Administrative Agent in full for all expenses, including the fees and disbursements of counsel incurred by the Administrative Agent in procuring, protecting, defending and maintaining the Trademark Collateral in accordance with the Credit Agreement. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of the Grantor repayable on demand, together with interest at the rate applicable to Loans at the Base Rate.

(d) During the continuation of an Event of Default, Grantors shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantors engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, the Administrative Agent shall have the right (but shall not be obligated) during the continuation of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

5. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GRANTS, RIGHTS AND REMEDIES. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. GOVERNING LAW.

(a) THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY SECURED PARTY, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

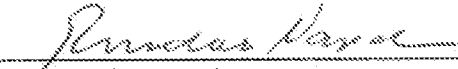
GRANTOR(S):

STERICYCLE, INC.

By: Janet H. Zelenka
Name: Janet H. Zelenka
Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Ronaldo Naval
Title: Vice President

SCHEDULE A

TRADEMARKS

Mark	Serial No.	Application Date	Registration No.	Registration Date	Current Owner/ Assignee
CSRX	87077345	6/20/2016	5365791	12/26/2017	Stericycle, Inc.
VIRTUAL COMPLIANCE PARTNER	87232754	11/10/2016	5278135	8/29/2017	Stericycle, Inc.
THE PRODUCTS YOU NEED. THE HASSLE YOU DON'T.	86489127	12/23/2014	5147142	2/21/2017	Stericycle, Inc.
ENVIROASSURE	86824557	11/18/2015	4997415	7/12/2016	Stericycle, Inc.
Design	86406107	9/25/2014	4869270	12/15/2015	Stericycle, Inc.
STERICYCLE	86405656	9/25/2014	4861953	12/1/2015	Stericycle, Inc.
EXPERTFIELD FORCE	85943793	5/28/2013	4782454	7/28/2015	Stericycle, Inc.
WASTE2GREEN4HEALTHCARE	85135770	9/22/2010	4663990	12/30/2014	Stericycle, Inc.
EXPERTSOLUTIONS	85895618	4/4/2013	4615367	9/30/2014	Stericycle, Inc.
STERIVANTAGE	85664026	6/28/2012	4437278	11/19/2016	Stericycle, Inc.
STERIWORKS	85015948	4/16/2010	4471119	1/21/2014	Stericycle, Inc.
STERICYCLE EXPERT RECALL	78852918	4/3/2006	3297558	9/25/2007	Stericycle, Inc.
STERICYCLE	77652446	1/20/2009	4498292	3/18/2014	Stericycle, Inc.
Design	77652433	1/20/2009	4517934	4/22/2014	Stericycle, Inc.
PROTECTING PEOPLE. REDUCING RISK.	77156187	4/13/2007	4146882	5/22/2012	Stericycle, Inc.
Design	76372190	2/5/2002	2662955	12/17/2002	Stericycle, Inc.
STERI - SAFE	76350915	12/13/2001	2651831	11/19/2002	Stericycle, Inc.
STER-SAFE	76350817	12/13/2001	2639344	10/22/2002	Stericycle, Inc.
Design	74243121	2/4/1992	1724309	10/13/1992	Stericycle, Inc.
STERICYCLE	74243120	2/4/1992	1726338	10/20/1992	Stericycle, Inc.
DATADEFENDER	85981333	2/12/2013	4618388	10/7/2014	**SHRED-IT USA LLC
SMARTSHRED	76490722	2/21/2003	2802121	1/6/2004	**SHRED-IT USA LLC

TRADEMARK APPLICATIONS

Registered Applicant	Trademark	Application No.	Filing Date	Status
Stericycle, Inc.	WE PROTECT WHAT MATTERS	88/273,439	1/23/2019	Filed
Stericycle, Inc.	Dots Design (Stericycle Logo)	87/317,483	1/30/2017	Filed
Stericycle, Inc.	STERICYCLE	87/317,488	1/30/2017	Filed

**Shred-it USA, LLC merged with and into Stericycle, Inc.