

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage-Crystal Clean, LLC		03/18/2021	Limited Liability Company: INDIANA
Mirachem, LLC		03/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W Trade Street		
Internal Address:	NC1-026-09-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1578513	MIRACHEM	
Registration Number:	2118718	MIRACLEAN	
Registration Number:	2039828	MIRACHEM	
Registration Number:	2130215	MIRACHEM	
Serial Number:	88916230	CRYSTAL SORB	
Serial Number:	88916278		
Serial Number:	88916344	CRYSTAL SORB	
Serial Number:	88916377	CRYSTAL SORB	
Serial Number:	88916410	CRYSTAL SORB	
Serial Number:	90472243		
Serial Number:	90472261		
Serial Number:	90472284		
Serial Number:	90472300		
Serial Number:	90472320		
CORRESPONDENCE DATA			

OP \$365.00 1578513

TRADEMARK

Fax Number:

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.

Phone: 6174821776
Email: smordas@goulstonstorrs.com
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Stacey A. Mordas
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SIGNATURE:	/Stacey A. Mordas/
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DATE SIGNED:	03/18/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “Trademark Security Agreement”), dated as of March 18, 2021 is entered into between HERITAGE-CRYSTAL CLEAN, LLC, an Indiana limited liability company and MIRACHEM, LLC, a Delaware limited liability company (each a “Grantor”) in favor of Bank of America, N.A., as administrative agent (in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 18, 2021 (as amended, modified, supplemented or restated and in effect from time to time, the “Credit Agreement”), by and among Heritage-Crystal Clean, LLC, an Indiana limited liability company (the “Borrower”), Heritage-Crystal Clean, Inc., a Delaware corporation (“Holdings”), certain Subsidiaries of the Borrower from time to time party thereto (together with Holdings, the “Guarantors” and together with the Borrower, the “Loan Parties”), the lending institutions which are or may become parties thereto (hereinafter, collectively, the “Lenders”) and the Administrative Agent; and

WHEREAS, in order to induce (i) Lenders to enter into the Credit Agreement and the other Loan Documents, and (ii) Lenders to make such Loans and other financial accommodations, each Grantor has agreed to grant to Administrative Agent, for itself and for the benefit of the other Secured Parties, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Intellectual Property Security Agreement, dated as of February 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) or if not defined therein, the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for its benefit and the benefit of the other Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- A. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- B. all reissues, continuations or extensions of the foregoing;
- C. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- D. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the other Secured Parties, pursuant to the IP Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

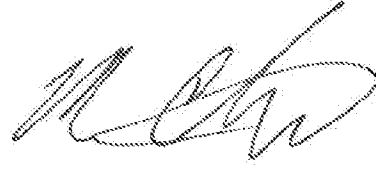
HERITAGE-CRYSTAL CLEAN, LLC, as Grantor

By: Mark DeVita
Name: Mark DeVita
Title: Chief Financial Officer

MIRACHEM, LLC, as Grantor

By: Mark DeVita
Name: Mark DeVita
Title: Vice President

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

A handwritten signature in black ink, appearing to read 'M Contreras', written over a dotted line.

By: _____
Name: Michael Contreras
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MIRACHEM, LLC	MIRACHEM	1,578,513	January 23, 1990
MIRACHEM, LLC	MIRACLEAN (block letter form)	2,118,718	December 9, 1997
MIRACHEM, LLC	MIRACHEM (block letter form)	2,039,828	February 25, 1997
MIRACHEM, LLC	MIRACHEM (stylized)	2,130,215	January 20, 1998

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
HERITAGE-CRYSTAL CLEAN, LLC	CRYSTAL SORB	88/916,230	May 14, 2020
HERITAGE-CRYSTAL CLEAN, LLC	DESIGN – TEARDROP SHAPE	88/916,278	May 14, 2020
HERITAGE-CRYSTAL CLEAN, LLC	CRYSTAL SORB	88/916,320	May 14, 2020

HERITAGE- CRYSTAL CLEAN, LLC	CRYSTAL SORB	88/916,344	May 14, 2020
HERITAGE- CRYSTAL CLEAN, LLC	CRYSTAL SORB	88/916,377	May 14, 2020
HERITAGE- CRYSTAL CLEAN, LLC	CRYSTAL SORB	88/916,410	May 14, 2020
HERITAGE- CRYSTAL CLEAN, LLC	ONE DRIVE	90/472,243	January 18, 2021
HERITAGE- CRYSTAL CLEAN, LLC	WIN WITH ONE	90/472,261	January 18, 2021
HERITAGE- CRYSTAL CLEAN, LLC	ONE	90/472,284	January 18, 2021
HERITAGE- CRYSTAL CLEAN, LLC	ONE DRIVE	90/472,300	January 18, 2021
HERITAGE- CRYSTAL CLEAN, LLC	WIN WITH ONE	90/472,320	January 18, 2021

FOREIGN TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
MIRACHEM, LLC	MIRACHEM (block letter form)	TMA 702,409	12/05/2007	Canada
MIRACHEM, LLC	MIRACHEM (block letter form)	1046844	06/26/2008	Mexico

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
MIRACHEM, LLC	MIRACHEM (block letter form)	00802530	05/16/1998	Taiwan
MIRACHEM, LLC	MIRACHEM (block letter form)	00759574	06/01/1997	Taiwan
MIRACHEM, LLC	MIRACHEM (block letter form)	2067934	04/09/1996	United Kingdom
MIRACHEM, LLC	MIRACHEM (block letter form)	705,710	05/22/1997	Australia
MIRACHEM, LLC	MIRACHEM (block letter form)	396 16 567	06/18/1997	Germany
MIRACHEM, LLC	MIRACHEM (block letter form)	96619559	09/13/1996	France
MIRACHEM, LLC	MIRACHEM (block letter form)	4119353	02/27/1998	Japan
MIRACHEM, LLC	MIRACHEM (stylized)	697,220	09/25/2007	Canada
MIRACHEM, LLC	MIRACHEM (stylized)	1046842	06/26/2008	Mexico
HERITAGE-CRYSTAL CLEAN, LLC	Crystal Clean	612897	06/16/2004	Canada

TRADEMARK LICENSES

None