ETAS ID: TM801657

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thompson Industrial Services, LLC		04/07/2023	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC	
Street Address:	200 West Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10282	
Entity Type:	Limited Liability Company: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4070331	FINFOAM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Michael.Violet@wolterskluwer.com Email:

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	04/10/2023

Total Attachments: 6

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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)			
-	Additional names, addresses, or citizenship attached?			
Thompson Industrial Services, LLC	Name: Goldman Sachs Lending Partners LLC			
☐ Individual(s) ☐ Association	Street Address: 200 West Street			
Partnership Limited Partnership	_{City:} New York			
Corporation- State:	State: NY			
	Country: USA Zip: 10282			
Citizenship (see guidelines) North Carolina	Individual(s) Citizenship			
Additional names of conveying parties attached? Yes X No				
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship			
Execution Date(s)	Limited Partnership Citizenship			
Assignment Merger	Corporation Citizenship NY, USA			
☐ Security Agreement ☐ Change of Name	If assignee is not domiciled in the United States, a domestic			
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and				
A. Trademark Application No.(s) Text	B. Trademark Registration No.(s)			
	4070331			
	Additional sheet(s) attached? Yes No			
C. Identification or Description of Trademark(s) (and Filing I	Jate if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence	6. Total number of applications and			
concerning document should be mailed: Name: Senior Paralegal (Intellectual Property)/Cahill Gordon & Reindel LLP	registrations involved:			
Internal Address: Cahill Gordon & Reindel LLP				
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged to deposit account			
Street Address: 32 Old Slip				
Street Address: 32 Old Slip City: NYC	Authorized to be charged to deposit account			
Street Address: 32 Old Slip City: NYC State: NY Zip: 10005	Authorized to be charged to deposit account Enclosed			
Street Address: 32 Old Slip City: NYC State: NY	Authorized to be charged to deposit account Enclosed 8. Payment Information:			
Street Address: 32 Old Slip City: NYC State: NY	Authorized to be charged to deposit account Enclosed 8. Payment Information: Deposit Account Number			
Street Address: 32 Old Slip City: NYC State: NY Zip: 10005	Authorized to be charged to deposit account Enclosed 8. Payment Information:			
Street Address: 32 Old Slip City: NYC State: NY	Authorized to be charged to deposit account Enclosed 8. Payment Information: Deposit Account Number Authorized User Name			
Street Address: 32 Old Slip City: NYC State: NY	Authorized to be charged to deposit account Enclosed 8. Payment Information: Deposit Account Number Authorized User Name			

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 7, 2023 is made by Thompson Industrial Services, LLC, a North Carolina limited liability company located at 42 Longwater Drive, Norwell, MA 02061 ("Grantor"), in favor of Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (the "Agent") under that certain Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including by that certain First Amendment dated as of April 17, 2018, that certain Incremental Facility Amendment No. 1 dated as of July 19, 2018 and that certain Incremental Facility Amendment No. 2 dated as of October 8, 2021, the "Credit Agreement"), by and among Clean Harbors, Inc., a Massachusetts corporation (the "Borrower"), the lenders from time to time party thereto and the Agent.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, Grantor and certain other subsidiaries of the Borrower have executed and delivered that certain Security Agreement (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, Grantor pledged and granted to the Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, 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. 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 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 Secured Obligations.
- 3. Purpose. This Agreement has been executed and delivered by 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. 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 (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by ".pdf" or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 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).

[remainder of page intentionally left blank]

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.

THOMPSON INDUSTRIAL SERVICES, LLC

Name: Robert Speights

Title: President

GOLDMAN SACHS LENDING PARTNERS LLC, as Agent

By:			
Nam	e:	*****************	
Title	4		

1015892.2

GOLDMAN SACHS LENDING PARTNERS LLC,

as Agent

By:______Name:

Baugles Tensey ofhiolised Signatory

Title:

SCHEDULE A

U.S. Trademark Registrations

	Trademark	Registration
Thompson Industrial Services, LLC	FINFOAM	4070331

RECORDED: 04/10/2023