ETAS ID: TM846893

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Lender		10/17/2023	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Heritage-Crystal Clean, LLC	
Street Address:	2000 Center Drive	
Internal Address:	Suite East C300	
City:	Hoffman Estates	
State/Country:	ILLINOIS	
Postal Code:	60192	
Entity Type:	Limited Liability Company: INDIANA	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2240339	CRYSTAL CLEAN	
Registration Number:	2373512	CRYSTAL CLEAN	

### **CORRESPONDENCE DATA**

Fax Number: 2026261700

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: 202-879-5424

Email: matkins@jonesday.com Michael P. Atkins, Jones Day **Correspondent Name:** Address Line 1: 51 Louisiana Avenue NW Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER:	MITTER: Michael P. Atkins	
SIGNATURE:	/Michael P. Atkins/	
DATE SIGNED:	10/18/2023	

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 008231 FRAME: 0868

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") dated as of October 17, 2023, from Bank of America, N.A., a national banking association (the "Lender"), in favor of Heritage-Crystal Clean, LLC, an Indiana limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of February 16, 2005 (the "<u>Trademark Security Agreement</u>"), the Lender was granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) from the Grantor (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on February 17, 2005 at Reel 003032, Frame 0244; and

WHEREAS, the Lender now wishes to release its liens on, and security interests in, the Trademark Collateral, including, without limitation, the trademarks and trademark applications set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Lender hereby states as follows:

- 1. <u>Release of Security Interest</u>. The Lender and their respective successors, indorsees, transferees and assigns, hereby terminates the Trademark Security Agreement and terminates, irrevocably releases and fully discharges all of its security interest and lien in, to and under the Trademark Collateral, and reassigns, re-transfers, and re-conveys any and all right, title and interest that it may have in or to the Trademark Collateral to the Grantor.
- 2. <u>Recordation</u>. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
- 3. <u>Further Assurances</u>. The Lender shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor, and at the Grantor's cost and expense, to more fully and effectively effectuate the release of liens and security interests contemplated hereby.

(Signature page follows)

TRADEMARK
REEL: 008231 FRAME: 0869

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A, as Lender

Name: Michael Contreras

Title: Director

**REEL: 008231 FRAME: 0870** 

# Schedule A

Registered Trademarks					
	Trademark	Registration No.	Registration Date		
	Crystal Clean	2240339	04/20/1999		
	Crystal Clean and Design	2373512	07/06/1999		

4877-9522-3683, v. 1 TRADEMARK **REEL: 008231 FRAME: 0871** 

**RECORDED: 10/18/2023**