

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cycle Solve Corporation of New England		12/13/2007	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Safety-Kleen Systems, Inc.		
Street Address:	5400 Legacy Drive		
Internal Address:	Cluster II, Building 3		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1500193	CYCLE SOLVE	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	64226.001146		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

CH \$40.00 1500193

Date:

01/15/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment, dated as of December 13, 2007, (the "Trademark Assignment"), is entered into by and between Cycle Solve Corporation of New England, a Connecticut corporation ("Assignor"), and Safety-Kleen Systems, Inc., a Wisconsin corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark registration listed on Schedule A attached hereto (the "Trademark"); and

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 10, 2007, by and among Assignor, Assignee, Advanced Liquid Recycling, Inc., a Connecticut corporation, United Oil Recovery, Inc., a Connecticut corporation, Visible Solutions of North America, LLC, a Connecticut limited liability company, Advanced Visible Solutions, LLC, a Connecticut limited liability company, 38 Duffy Avenue, LLC, a Connecticut limited liability company, 167 Mill Street, LLP, a Connecticut limited liability partnership, Bridgeport United Recycling, Inc., a Connecticut corporation, and the individuals listed on the signature pages to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor's right, title and interest in, to, and under (i) the Trademark, including all registrations therefor and renewals thereof, (ii) any and all intellectual property and other proprietary rights in and to such Trademark, including all goodwill appurtenant thereto or symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of the Trademark; (iv) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademark; and (v) any and all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").
2. Each party will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar or other authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.
3. Assignor authorizes the United States Patent and Trademark Office to record the Trademark as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.


4. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

CYCLE SOLVE CORPORATION OF
NEW ENGLAND, as Assignor

By: 
Name: David J. Carabetta
Title: President

SAFETY-KLEEN SYSTEMS, INC., as
Assignee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

CYCLE SOLVE CORPORATION OF
NEW ENGLAND, as Assignor

By: _____
Name:
Title:

SAFETY-KLEEN SYSTEMS, INC., as
Assignee

By: David M. Sprinkle
Name: David M. Sprinkle
Title: EVD East Group

Trademark Assignment Agreement – Cycle Solve

TRADEMARK
REEL: 003696 FRAME: 0660

SCHEDULE A

Jurisdiction	Mark	Reg. No..	Reg. Date	Record Owner	Status
U.S.	CYCLE SOLVE (and Design)	1500193	8/16/1988	Cycle Solve Corporation of New England	Registered