

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuraTherm, Inc.		08/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	225 Franklin Street		
Internal Address:	MA 1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3429468	DURATHERM DESORPTION	
Registration Number:	3429467	DURATHERM INC.	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2004103.0024		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$65.00 3429468

Date:

09/01/2011

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 17, 2011 is made by DuraTherm, a Delaware corporation, located at 2700 Avenue S, San Leon, TX 77539 (the “Grantor”), in favor of Bank of America, N.A., as administrative agent (the “Agent”) under that certain Third Amended and Restated Credit Agreement dated as of May 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Clean Harbors, Inc., a Massachusetts corporation (the “U.S. Borrower”), Clean Harbors Industrial Services Canada, Inc., an Alberta corporation (the “Canadian Borrower” and, together with the U.S. Borrower, the “Borrowers”), the lenders from time to time party thereto, and the Agent.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the U.S. Borrower have executed and delivered that certain Security Agreement (U.S. Domiciled Loan Parties) (as amended, restated, supplemented or modified from time to time, the “Security Agreement”) dated as of May 31, 2011, in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent, for the benefit of the U.S. Facility Secured Parties, a security interest in all of the Grantor’s Intellectual Property, including the Trademarks now owned or hereafter acquired by the Grantor; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the U.S. Facility 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, as applicable.

2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand by the Agent made upon and during the occurrence of an Event of Default, all of the Grantor's right, title and interest in, to and under the Trademarks now owned or hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the U.S. Facility Secured Parties to secure payment, performance and observance of the Obligations (as defined in the Security Agreement).

3. Purpose. This Agreement has been executed and delivered by the 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 Agent, for the benefit of the U.S. Facility 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.

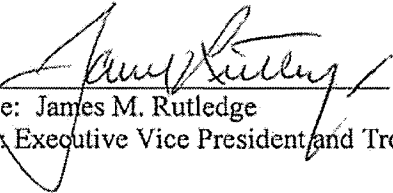
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the U.S. Facility Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Security Documents, 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, each of which will be deemed an original, but all of which together constitute one and the same original.

[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.

DURATHERM, INC.

By: 
Name: James M. Rutledge
Title: Executive Vice President and Treasurer

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

By: _____
Name: Christopher M. O'Halloran
Title: Senior Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004615 FRAME: 0313

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By: _____
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Title: Executive Vice President and Treasurer

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

By:  _____
Name: Christopher M. O'Halloran
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DuraTherm, Inc.	DURATHERM DESORPTION	3429468	May 20, 2008
DuraTherm, Inc.	DURATHERM INC. & Logo	3429467	May 20, 2008