

**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
Aqua-Chem, Inc.		02/28/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent
Street Address:	One South Wacker Drive
Internal Address:	Suite 3400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Bank - National Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	708411	BOILERMATE
Registration Number:	2322573	BOILERSPEC
Registration Number:	987858	CB
Registration Number:	1717786	CB-HAWK
Registration Number:	1715306	CB-HAWK
Registration Number:	2805139	CLEARFIRE
Registration Number:	1418155	CLEAVER BROOKS
Registration Number:	1415740	CLEAVER BROOKS
Registration Number:	575242	CLEAVER-BROOKS
Registration Number:	2374735	ERI
Registration Number:	721008	HEV-E-DUTY
Registration Number:	512817	HEV-E-OIL
Registration Number:	1529586	IC

CH \$490.00 708411

Registration Number:	1455141	MAX-FIRE
Registration Number:	1963346	MAX-FLOW
Registration Number:	1416407	
Serial Number:	78582370	PROFIRE
Registration Number:	892464	SPRAYMASTER
Registration Number:	2518022	TRUEFIRE

**CORRESPONDENCE DATA**

Fax Number: (704)373-8839  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704-373-8065  
Email: rlucas@mcguirewoods.com  
Correspondent Name: Gina M. Lucas  
Address Line 1: 100 N. Tryon St., Suite 2900  
Address Line 2: McGuireWoods LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	03/03/2006

**Total Attachments: 7**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2006 (this "Agreement"), among AQUA-CHEM, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as agent (in such capacity, the "Agent") for the Lenders (defined below).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of even date herewith (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor and certain domestic subsidiaries thereof, as borrowers (collectively, the "Borrowers" and each a "Borrower"), each lender from time to time party thereto (collectively, the "Lenders") and the Agent, and in order to obtain the benefits referred to therein, Grantor has granted to the Agent a security interest in substantially all of Grantor's property and assets, including, without limitation, the Collateral referred to in Section 1 below; and

**WHEREAS**, pursuant to the Loan Agreement, Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE, the CANADIAN INTELLECTUAL PROPERTY OFFICE and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Grantor and the Agent agree as follows:

**1. Grant of Security.** Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, Canadian and other foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto opposite the name of Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by Grantor to the Agent from time to time (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

**2. Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by Grantor under this Agreement secures the payment of

all Secured Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**3. Recordation.** Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**4. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

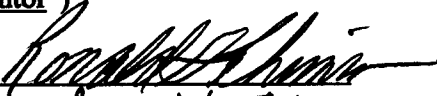
**5. Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**6. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

*[Signatures follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

AQUA-CHEM, INC.  
("Grantor")

By:   
Name: Ronald G. Thimm  
Title: Director of Finance  
and Treasurer

Address for notices to any Grantor:  
c/o Aqua-Chem, Inc.  
11950 West Lake Park Dr.  
Milwaukee, WI 53224  
Attention: Ronald G. Thimm  
Telephone: 414-577-2845  
Facsimile: 414-577-2769

**BANK OF AMERICA, N.A.,**  
as Agent  
("Agent")

By: *Robert J. Lund*  
Name: *Robert J. Lund*  
Title: *Senior Vice President*

**Address for notices to  
Agent:**  
Bank of America, N.A.  
One South Wacker Drive  
Suite 3400  
Chicago, Illinois 60606  
Attention: Loan Administration Manager  
Facsimile No: 312-332-6537

Signature Page  
Intellectual Property Security Agreement  
(Trademarks)

TRADEMARK  
REEL: 003258 FRAME: 0697

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

I, Jamie L. Schlieckau a Notary Public for said County and State, do hereby certify  
that Ronald G. Thimm personally came before me this day and acknowledged  
that (s)he is Director of Finance  
and Treasurer of Aqua-Chem, Inc., a  
Delaware corporation, and acknowledged, on behalf of  
Aqua-Chem, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28<sup>TH</sup> day of February, 2006.

(Official Seal)

Jamie L. Schlieckau  
Notary Public

My Commission expires March 16, 2008

Signature Page  
Intellectual Property Security Agreement

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TRADEMARK  
REEL: 003258 FRAME: 0698

## SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Status in Trademark Office</u>	<u>Reg./App. Number</u>	<u>Registration Date</u>
Boilermate	United States	Registered	708,411	12/13/60
Boilerspec	United States	Registered	2,322,573	02/22/00
CB	United States	Registered	987,858	07/09/74
CB-Hawk	United States	Registered	1,717,786	09/22/92
CB-Hawk & Design	United States	Registered	1,715,306	09/15/92
Clearfire	United States	Registered	2,805,139	01/13/04
Cleaver Brooks & Design	Australia	Registered	415,452	05/20/87
Cleaver Brooks & Design	Canada	Registered	546,582	03/04/88
Cleaver Brooks & Design	China	Registered	292,015	07/10/97
Cleaver Brooks & Design	China	Registered	383,552	07/10/97
Cleaver Brooks & Design	Indonesia	Registered	213,353	01/15/87
Cleaver Brooks & Design	Mexico	Registered	445,347	10/29/93
Cleaver Brooks & Design	Peru	Registered	61,921	05/20/86
Cleaver Brooks & Design	Philippines	Registered	48,365	06/13/90
Cleaver Brooks & Design	Singapore	Registered	3529/85	08/02/85
Cleaver Brooks & Design	Thailand	Registered	KOR46988	02/17/87
Cleaver Brooks & Design	United States	Registered	1,418,155	11/25/86
Cleaver Brooks & Design	United States	Registered	1,415,740	11/04/86
Cleaver Brooks & Design	Vietnam	Registered	10,453	12/31/93

Schedule A  
Intellectual Property Security Agreement

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**TRADEMARK**  
**REEL: 003258 FRAME: 0699**



<u>Trademark</u>	<u>Country</u>	<u>Status in Trademark Office</u>	<u>Reg./App. Number</u>	<u>Registration Date</u>
Cleaver Brooks (Plain Block Letters)	Brazil	Registered	811755460	02/18/86 Instr Lapse
Cleaver Brooks (Plain Block Letters)	Canada	Registered	103,466	06/01/56
Cleaver Brooks (Plain Block Letters)	China	Registered	154,083	02/15/82
Cleaver Brooks (Plain Block Letters)	Colombia	Registered	225,575	03/17/00
Cleaver Brooks (Stylized)	United States	Registered	575,242	06/02/53
ERI & Design	United States	Registered	2,374,735	08/08/00
Hev-E-Duty	United States	Registered	721,008	09/05/61
Hev-E-Oil	United States	Registered	512,817	07/26/49
Hypermix Technology	Canada	Registered	576,122	02/20/03
IC & Design	Canada	Registered	288,243	02/24/84
IC & Design	United States	Registered	1,529,586	03/14/89
Max-Fire	United States	Registered	1,455,141	09/01/87
Max-Flow	United States	Registered	1,963,346	03/19/96
Misc Design (New Flame in Hand with Globe)	United States	Registered	1,416,407	11/11/86
Natcom Burner	Canada	Registered	576,121	02/20/03
Profire	United States	Pending	78/582,370	n/a
Spraymaster	United States	Registered	892,464	06/09/70
Truefire	United States	Registered	2,518,022	12/11/01