

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHEELABRATOR GROUP, INC.		01/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	ROYAL BANK OF SCOTLAND PLC, as Collateral Agent
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	Foreign Banking Corporation:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2270164	AUTOBLAST
Registration Number:	2083304	BCP
Registration Number:	2726419	CASTALLOY
Registration Number:	2382060	COILBLAST
Registration Number:	2557676	COMBOVALVE
Registration Number:	2294134	
Registration Number:	2653113	FLEXBELT
Registration Number:	0657738	LONG-LYFE
Registration Number:	2411644	MESHBLAST
Registration Number:	2691286	SCHMIDT
Registration Number:	2782172	SUPER III TUMBLAST
Registration Number:	2571907	SUPER V TUMBLAST
Registration Number:	2769383	TARGETLOK
Registration Number:	1273327	THE MOLDER

OP \$565.00 2270164

Registration Number:	2481373	THOMPSON VALVE
Registration Number:	2270165	TRUBLAST
Registration Number:	2579410	TUMBLAST
Registration Number:	1380127	VACU-BLAST
Registration Number:	0410216	WHEELAPEEN
Serial Number:	78371398	DELIVERING. THE RIGHT SOLUTION
Serial Number:	76416888	TARGET-TRAK
Serial Number:	76664267	CASTALLOY

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038264-0081
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	02/23/2007

Total Attachments: 9

source=Aquilex Trademark Security Agreement#page1.tif
source=Aquilex Trademark Security Agreement#page2.tif
source=Aquilex Trademark Security Agreement#page3.tif
source=Aquilex Trademark Security Agreement#page4.tif
source=Aquilex Trademark Security Agreement#page5.tif
source=Aquilex Trademark Security Agreement#page6.tif
source=Aquilex Trademark Security Agreement#page7.tif
source=Aquilex Trademark Security Agreement#page8.tif
source=Aquilex Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2007 is entered into by Aquilex Corp., a Delaware corporation (the "Grantor") and certain of its affiliates party hereto (collectively, the "Grantors") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of January 31, 2007 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. 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 control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's written approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

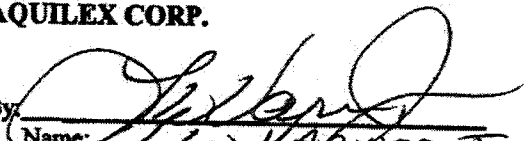
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.


AQUILEX CORP.

By: 
Name: Lew Varner Jr.
Title: CEO

WELDING SERVICES INC.

By: 
Name: Jody W. Ferguson
Title: VP & CFO

WHEELABRATOR GROUP, INC.

By: 
Name: Jody W. Ferguson
Title: VP & CFO

TRADEMARK SECURITY AGREEMENT

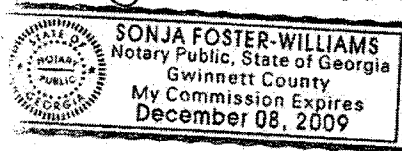
ACKNOWLEDGMENT OF GRANTOR - AQUILEX CORP.

STATE OF *Georgia,*
COUNTY OF *Gwinnett,* ss.

On this 31st day of January, 2007 before me personally appeared Jay W. Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aquilex Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
{scal}
My commission expires:

Sonja Foster-Williams



TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003487 FRAME: 0301

ACKNOWLEDGMENT OF GRANTOR - WELDING SERVICES INC.

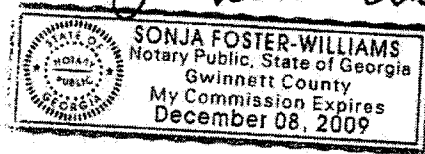
STATE OF *Georgia*,
COUNTY OF *Gwinnett* } ss.

On this 31st day of January, 2007 before me personally appeared Jay W. Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Welding Services Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
{seal}

My commission expires:

Sonja Foster-Williams



TRADEMARK SECURITY AGREEMENT

ACKNOWLEDGMENT OF GRANTOR - WHEELABRATOR GROUP, INC.

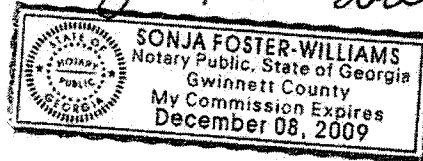
STATE OF *Georgia* ,
COUNTY OF *Gwinnett* } ss.

On this 31st day of January, 2007 before me personally appeared Jay W. Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wheelabrator Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
{seal}

My commission expires:

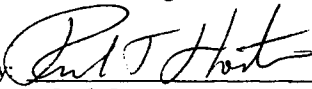
Sonja Foster-Williams



TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003487 FRAME: 0303

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By: 

Name: Paul Horton

Title: Managing Director

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Filed Date</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
Welding Services, Inc.	4/15/05	n/a	78608579	
Welding Services, Inc.	4/15/05	n/a	78608566	
Welding Services, Inc.	4/15/05	n/a	78608577	
Welding Services, Inc.	4/15/05	n/a	78608639	
Welding Services, Inc.	4/15/05	n/a	78608582	
Welding Services, Inc.	4/15/05	n/a	78608553	
Welding Services, Inc.	12/6/95	6/8/97	75030394	2076969
Welding Services, Inc.	12/6/95	6/8/97	75030393	2076968
Welding Services, Inc.	4/14/05	n/a	78608553	
Wheelabrator Group, Inc.	5/21/97	8/17/99	75295837	2270164
Wheelabrator Group, Inc.	2/29/96	7/29/97	75065104	2083304
Wheelabrator Group, Inc.	3/12/01	6/17/03	76223264	2726419
Wheelabrator Group, Inc.	5/21/97	9/5/00	75295836	2382060
Wheelabrator Group, Inc.	6/4/99	4/9/02	75722015	2557676
Wheelabrator Group, Inc.	4/16/98	11/23/99	75468854	2294134
Wheelabrator Group, Inc.	11/30/99	11/26/02	75861523	2653113
Wheelabrator Group, Inc.	6/27/57	1/28/58	72032794	0657738
Wheelabrator Group, Inc.	5/21/97	12/12/00	75295835	2411644
Wheelabrator Group, Inc.	6/4/99	2/25/03	75722342	2691286
Wheelabrator Group, Inc.	9/8/99	9/11/03	75795647	2782172
Wheelabrator Group, Inc.	9/8/99	5/21/02	75795648	2571907
Wheelabrator Group, Inc.	5/21/97	9/30/03	75295832	2769383
Wheelabrator Group, Inc.	6/14/82	4/10/84	73369523	1273327
Wheelabrator Group, Inc.	6/4/99	8/28/01	75722341	2481373
Wheelabrator Group, Inc.	5/21/97	8/17/99	75295838	2270165
Wheelabrator Group, Inc.	9/899	6/11/02	75795646	2579410
Wheelabrator Group, Inc.	6/27/85	1/28/86	73545240	1380127
Wheelabrator Group, Inc.	6/2/44	11/14/44	71470843	0410216
Wheelabrator Group, Inc.	8/7/06	n/a	76664267	

<u>Grantor</u>	<u>Filed Date</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
Wheelabrator Group, Inc	2/20/04	n/a	78371398	
Wheelabrator Group, Inc	7/16/03	n/a	78274806	
Wheelabrator Group, Inc	11/22/04	n/a	78520958	
Wheelabrator Group, Inc	6/4/02	n/a	76416888	
Aquilex Corp.	10/15/02	7/11/2006	76459411	3114580