

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
AQUILEX LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX INTERMEDIATE HOLDINGS LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX HYDROCHEM LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX HYDROCHEM INDUSTRIAL CLEANING LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX SMS LLC		02/03/2012	LIMITED LIABILITY COMPANY: FLORIDA
AQUILEX WSI LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX FINANCE LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX SPECIALTY REPAIR AND OVERHAUL LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3114580	AQUILEX	
Registration Number:	3897727	TECHNOLOGY. SAFETY. RESULTS.	
Serial Number:	85415696	AQUILEX	

CH \$490.00 3114580

Registration Number:	3254791	WSI
Registration Number:	3167619	WSI
Registration Number:	3167618	WSI
Registration Number:	3238912	WSI
Registration Number:	2076969	UNIFUSE
Registration Number:	2076968	UNIFUSE
Registration Number:	1522916	CAVIFLOW
Registration Number:	1540872	SILENTSTEAM
Registration Number:	1596802	SLUG FLUSH
Registration Number:	1686780	LANSCO
Registration Number:	2067032	
Registration Number:	2119023	HYDROCHEM
Registration Number:	3696715	STARS
Serial Number:	77650587	TEACH AND CLEAN
Serial Number:	85127146	ZE-VAC
Registration Number:	3905283	STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM

CORRESPONDENCE DATA

Fax Number: (404)815-2424

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 600 Peachtree Street, NE, Suite 2400

Address Line 2: Paul Hastings LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:

Carol Fraser

Signature:

//Carol Fraser//

Date:

02/03/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2012 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 3, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, except any "intent to use" Trademark applications for which a statement of use has not been filed, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

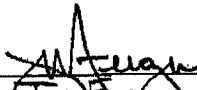
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

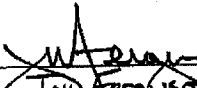
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

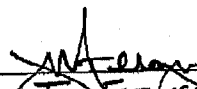
AQUILEX LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

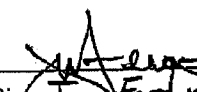
AQUILEX INTERMEDIATE HOLDINGS LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

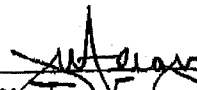
AQUILEX HYDROCHEM LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

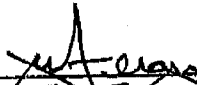
AQUILEX HYDROCHEM INDUSTRIAL
CLEANING LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

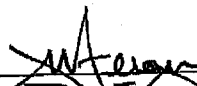
AQUILEX SMS LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO


AQUILEX WSI LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

AQUILEX FINANCE LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

AQUILEX SPECIALTY REPAIR AND
OVERHAUL LLC, as a Grantor

By: 
Name: Jay Ferguson
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Robert Kelly
Name: Robert Kelly
Title: Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

TRADEMARK
REEL: 004710 FRAME: 0703

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations and Applications

Mark	Reg. No./ Ser. No.	Reg. Date/ Filing Date	Country
AQUILEX	3,114,580	7/11/2006	United States of America
TECHNOLOGY. SAFETY. RESULTS.	3,897,727	12/28/2010	United States of America
AQUILEX	85/415,696	9/6/2011	United States of America
WSI	3,254,791	6/26/2007	United States of America
WSI	3,167,619	11/7/2006	United States of America
WSI and design	3,167,618	11/7/2006	United States of America
WSI and design	3,238,912	5/8/2007	United States of America
UNIFUSE	2,076,969	7/8/1997	United States of America
UNIFUSE	2,076,968	7/8/1997	United States of America
CAVIFLOW	1,522,916	1/31/1989	United States of America
SILENTSTEAM	1,540,872	5/23/1989	United States of America
SLUG FLUSH*	1,596,802	5/15/1990	United States of America
LANSCO and design	1,686,780	5/12/1992	United States of America
PUMP design (stylized)	2,067,032	6/3/1997	United States of America
HYDROCHEM	2,119,023	12/9/1997	United States of America
STARS	3,696,715	10/13/2009	United States of America
TEACH AND CLEAN	77/650,587 (ITU)	1/15/2009	United States of America
ZE-VAC	85/127,146 (ITU)	9/10/2010	United States of America
STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM and design	3,905,283	1/11/2011	United States of America

* The registration for SLUG FLUSH will be allowed to lapse in due course, however, as of June 30, 2011, it is still active in the USPTO records.