

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
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85415696	AQUILEX	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	015605-0179		
DOMESTIC REPRESENTATIVE			

CH \$40.00 85415696

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

02/07/2012

Total Attachments: 7

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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 ROYAL BANK OF CANADA, as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacities, together with its successors and permitted assigns, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have agreed to restructure certain loans outstanding under the Original Credit Agreement upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Amended and Restated 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 and the Agent to enter into the Credit Agreement and to induce the Lenders to maintain the 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.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to or in connection with this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

[SIGNATURE PAGE(S) 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.

AQUILEX LLC, as a Grantor

By: [Signature]
Name: Jay Ferguson
Title: CFO

AQUILEX INTERMEDIATE HOLDINGS
LLC, as a Grantor

By: [Signature]
Name: Jay Ferguson
Title: CFO

AQUILEX HYDROCHEM LLC, as a
Grantor

By: [Signature]
Name: Jay Ferguson
Title: CFO

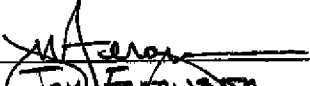
AQUILEX HYDROCHEM INDUSTRIAL
CLEANING LLC, as a Grantor

By: [Signature]
Name: Jay Ferguson
Title: CFO

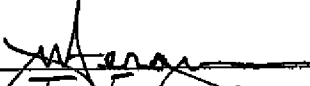
AQUILEX SMS LLC, as a Grantor

By: [Signature]
Name: Jay Ferguson
Title: CFO

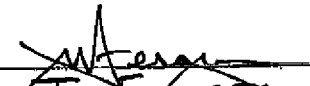
AQUILEX WSI LLC, as a Grantor

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

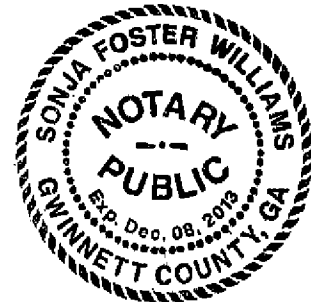
ACKNOWLEDGMENT OF GRANTOR(S)

State of Georgia)
County of Fulton)

ss.

On this 3rd day of February, 2012 before me personally appeared Jay Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability compan(ies), that the said instrument was signed on behalf of said limited liability compan(ies) as authorized by its members and that he/she acknowledged said instrument to be the free act and deed of said limited liability compan(ies).

Sonja Foster Williams
Notary Public

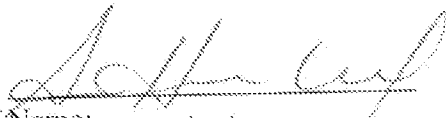


Trademark Security Agreement Acknowledgement of Grantor(s)

TRADEMARK
REEL: 004712 FRAME: 0587

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA,
as the Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

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	85/415,696	9/6/2011	United States of America