

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BWT LLC		10/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
Hi-Temp LLC		10/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2361629	TUFF-KOAT	
Registration Number:	2361630	TUFF-KOAT	
Registration Number:	1999470	HI-TEMP	
Registration Number:	1996774	HI-TEMP	
Registration Number:	1973794	HI-TEMP	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2336		
Email:	melissa.karp@srz.com		
Correspondent Name:	M. Karp c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		

CH \$140.00 2361629

Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1349

NAME OF SUBMITTER: Melissa Karp (014951-1349)

Signature: /kc for mk/

Date: 10/24/2012

Total Attachments: 4

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 23, 2012, by BWT LLC and Hi-Temp LLC (each a "Grantor" and collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantors owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated October 23, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

This Trademark 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.

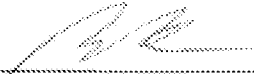
Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


[Remainder of page intentionally left blank; signature page follows.]

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

GRANTORS:

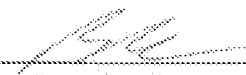
BWT LLC,
a Delaware limited liability company,
as Grantor


By: 
Name: Brandon Bethea
Title: President

By: 
Name: Michael Fieldstone
Title: Vice President, Secretary and Treasurer

HI-TEMP LLC

By: BWT LLC, as Manager

By: 
Name: Brandon Bethea
Title: President

By: 
Name: Michael Fieldstone
Title: Vice President, Secretary and Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
BWT LLC	USA	TUFF-KOAT (with design)	2361629	December 16, 1998	June 27, 2000
BWT LLC	USA	TUFF-KOAT	2361630	December 16, 1998	June 27, 2000
BWT LLC	USA	HI-TEMP (logo)	1999470	July 6, 1995	September 10, 1996
BWT LLC	USA	HI-TEMP	1996774	July 6, 1995	August 27, 1996
BWT LLC	USA	HI-TEMP	1973794	July 6, 1995	May 14, 1996
Hi-Temp LLC	USA	BLUEWATER THERMAL SERVICES	Illinois State Reg. No. 101647	May 4, 2010	May 4, 2010