

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Amendment No. 1 to Trademark Collateral Security Agreement |

**CONVEYING PARTY DATA**

| Name            | Formerly                              | Execution Date | Entity Type           |
|-----------------|---------------------------------------|----------------|-----------------------|
| Aqua-Chem, Inc. | FORMERLY Water Tech Acquisition, Inc. | 12/07/2012     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Name:</b>             | Fifth Third Bank                     |
| <b>Street Address:</b>   | 38 Fountain Square Plaza, MD #10908F |
| <b>Internal Address:</b> | Attn: Structured Finance Group       |
| <b>City:</b>             | Cincinnati                           |
| <b>State/Country:</b>    | OHIO                                 |
| <b>Postal Code:</b>      | 45263                                |
| <b>Entity Type:</b>      | Banking Corporation: OHIO            |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4125817 | AQUA CHEM |
| Registration Number: | 1632268 | MATRIX    |
| Registration Number: | 1630751 | PLATINUM  |
| Registration Number: | 2009240 | PUREPRO   |
| Registration Number: | 1631494 | SILVER    |

**CORRESPONDENCE DATA**

Fax Number: 2025339099  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 202-467-8856  
 Email: jspiantanida@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com  
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP  
 Address Line 1: P.O. Box 2255-IPLAW@VORYS

CH \$140.00 4125817

Address Line 2: Attn: Richard S. Donnell, Esq.  
Address Line 4: Columbus, OHIO 43216-2255

|                         |                           |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 005252-934/1707/AQUA-CHEM |
| NAME OF SUBMITTER:      | Richard S. Donnell        |
| Signature:              | /richard s. donnell/      |
| Date:                   | 01/04/2013                |

**Total Attachments: 5**

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**AMENDMENT NO. 1  
TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 7, 2012 (the "Effective Date"), by and between **AQUA-CHEM, INC.**, a Delaware corporation (f/k/a Water Tech Acquisition, Inc.), whose principal place of business and mailing address is 3001 E. Governor John Sevier Highway, Knoxville, Tennessee 37914 ("Borrower"), and **FIFTH THIRD BANK**, an Ohio banking corporation, whose principal place of business and mailing address is 38 Fountain Square Plaza, MD #10908F, Cincinnati, Ohio 45263 ("Lender"), and is as follows:

**Preliminary Statements**

**A.** Borrower and Lender are parties to that certain Credit Agreement dated as of February 15, 2006, as amended by Amendment No. 1 to Credit Agreement dated as of August 23, 2007, as amended by Amendment No. 2 to Credit Agreement dated as of February 27, 2008, as amended by Consent and Amendment No. 3 to Credit Agreement dated on or around September 19, 2008, as amended by Consent and Amendment No. 4 to Credit Agreement dated as of July 1, 2010, as amended by Amendment No. 5 to Credit Agreement dated as of February 1, 2011, as amended by Amendment No. 6 to Credit Agreement dated as of March, 2011, as amended by Amendment No. 7 to Credit Agreement dated as of February, 2012, and as amended by Consent and Amendment No. 8 to Credit Agreement dated as of even date herewith ("Amendment No. 8") (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

**B.** In connection with the Credit Agreement, Borrower has executed and delivered to Lender the Trademark Collateral Security Agreement dated as of February 15, 2006 (the "Trademark Collateral Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Collateral Security Agreement.

**C.** It is a condition precedent to the effectiveness of Amendment No. 8 and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Borrower to Lender.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in Amendment No. 8, the other Loan Documents and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. **Amendments to Trademark Collateral Security Agreement.** Schedule A to the Trademark Collateral Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule A, to be attached at the end of the existing Schedule A to the Trademark Collateral Security Agreement. Accordingly, Borrower hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule A attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the “Trademarks” and “Collateral” (each, as defined in the Trademark Collateral Security Agreement, collectively, the “Trademark Collateral”) for all purposes of the Loan Documents.

2. **Default.** Any default by Borrower in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Collateral Security Agreement.

3. **Continuing Effect of Trademark Collateral Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Collateral Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Borrower ratifies and reaffirms any and all grants of Liens to Lender on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule A attached hereto) as security for the Obligations, and Borrower acknowledges and confirms that the grants of the Liens to Lender on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Collateral Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Collateral Security Agreement will be deemed to be a reference to the Trademark Collateral Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Lender as of the Effective Date.

**AQUA-CHEM, INC.**

By:   
Thomas J. Gillcrist, Chief Financial Officer

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Gregory Calhoun, Relationship Manager

SIGNATURE PAGE TO  
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004936 FRAME: 0073**

IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Lender as of the Effective Date.

**AQUA-CHEM, INC.**

By: \_\_\_\_\_  
Thomas J. Gillcrist, Chief Financial Officer

**FIFTH THIRD BANK**

By: Gregory S. Calhoun  
Gregory Calhoun, Relationship Manager

SIGNATURE PAGE TO  
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004936 FRAME: 0074**

**SUPPLEMENT TO SCHEDULE A**

**TRADEMARKS**

| <b>Mark</b>          | <b>Country</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|----------------------|----------------|-------------------------|--------------------------|
| AQUA-CHEM and Design | U.S.           | 4,125,817               | 4/10/2012                |
| MATRIX and Design    | U.S.           | 1,632,268               | 1/22/1991                |
| PLATINUM             | U.S.           | 1,630,751               | 1/8/1991                 |
| PUREPRO              | U.S.           | 2,009,240               | 10/22/1996               |
| SILVER               | U.S.           | 1,631,494               | 1/15/1991                |