

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, as Grantee		03/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aquilex SMS LLC		
Street Address:	2225 Skyland Court		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Aquilex WSI LLC		
Street Address:	2225 Skyland Court		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Aquilex Specialty Repair and Overhaul LLC		
Street Address:	2225 Skyland Court		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3254791	WSI	
Registration Number:	3167619	WSI	

CH \$165.00 3254791

Registration Number:	3167618	WSI
Registration Number:	3238912	WSI
Registration Number:	2076969	UNIFUSE
Registration Number:	2076968	UNIFUSE

CORRESPONDENCE DATA

Fax Number: 4045725100

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

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Finance Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	AQUILEX -09611-015069
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NAME OF SUBMITTER:	Carol Fraser
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Signature:	//Carol Fraser//
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Date:	04/01/2013
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Total Attachments: 3

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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of March 29, 2013, is made by General Electric Capital Corporation, as administrative agent ("Grantee"), in favor of Aquilex SMS LLC, a Florida limited liability company, Aquilex WSI LLC, a Delaware limited liability company, and Aquilex Specialty Repair and Overhaul LLC, a Delaware limited liability company (collectively, the "Released Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of February 3, 2012 (the "Trademark Security Agreement"), made by Aquilex LLC, Aquilex Intermediate Holdings LLC, Aquilex Hydrochem LLC, Aquilex Hydrochem Industrial Cleaning LLC, Aquilex Finance LLC (collectively, the "Continuing Grantors") and the Released Grantors in favor of Grantee, each Continuing Grantor granted to Grantee a lien on and security interest in all of such Continuing Grantor's right, title and interest in, to and under all of its Trademark Collateral (as defined in the Trademark Security Agreement) (the "Continuing Grantor Trademarks"), and each Released Grantor granted to Grantee a lien on and security interest in all of such Released Grantor's right, title and interest in, to and under all of its Trademark Collateral, including the trademarks listed on Schedule A hereto (the "Released Grantor Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2012 at Reel 4710 Frame 0697; and

WHEREAS, pursuant to the terms and conditions of that certain Waiver, Partial Release and Amendment No. 2 to Credit Agreement, dated as of the date hereof, Grantee has consented to the release of the lien on and security interest in the Released Grantor Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby releases, without any representation, recourse or undertaking by Grantee, any and all liens on and security interests in the Released Grantors' right, title and interest in, to and under the Released Grantor Trademarks, together with (a) all renewals and extensions of the foregoing, (b) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing and (c) 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; and

FURTHER, the Trademark Security Agreement remains (and, following the foregoing release in respect of the Released Grantor Trademarks, shall remain) in full force and effect as among the Grantee and each Continuing Grantor and in respect of all Continuing Grantor Trademarks.

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IN WITNESS WHEREOF, Grantee has caused this Partial Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Grantee

By: 

Name: PATRICK LEE

Title: Duly Authorized Signatory

Partial Release of Trademark Security Interest

TRADEMARK
REEL: 004995 FRAME: 0483

SCHEDULE A

Released Grantor Trademarks

Mark	Registration No. / Application No.	Registration Date / Filing Date
WSI	3,254,791	6/26/2007
WSI	3,167,619	11/7/2006
WSI and design	3,167,618	11/7/2006
WSI and design	3,238,912	5/8/2007
UNIFUSE	2,076,969	7/8/1997
UNIFUSE	2,076,968	7/8/1997

Partial Release of Trademark Security Interest