## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, as Grantee		04/19/2013	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	AQUILEX LLC
Street Address:	3344 Peachtree Road NE
Internal Address:	Suite 2100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AQUILEX INTERMEDIATE HOLDINGS LLC		
Street Address:	3344 Peachtree Road NE		
Internal Address:	Suite 2100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

Name:	AQUILEX HYDROCHEM LLC
Street Address:	900 Georgia Avenue
City:	Deer Park
State/Country:	TEXAS
Postal Code:	77536
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AQUILEX HYDROCHEM INDUSTRIAL CLEANING LLC		
Street Address:	900 Georgia Avenue		

**REEL: 005010 FRAME: 0585** 

City:	Deer Park
State/Country:	TEXAS
Postal Code:	77536
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AQUILEX FINANCE LLC
Street Address:	3344 Peachtree Road NE
Internal Address:	Suite 2100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3114580	AQUILEX
Registration Number:	4138415	AQUILEX
Registration Number:	3897727	TECHNOLOGY. SAFETY. RESULTS.
Serial Number:	85415696	AQUILEX
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
Registration Number:	4190954	TEACH AND CLEAN
Registration Number:	4080978	ZE-VAC
Registration Number:	3905283	STARS SYNCHRONIZED TOOLING AND ROBOTICS

## **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, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309-3521

TRADEMARK

REEL: 005010 FRAME: 0586

ATTORNEY DOCKET NUMBER:	GE/AQUILEX-09631.009209	
NAME OF SUBMITTER:	Carol Fraser	
Signature:	//Carol Fraser//	
Date:	04/19/2013	
Total Attachments: 3 source=Aquilex - EXECUTED Trademark Release#page1.tif source=Aquilex - EXECUTED Trademark Release#page2.tif source=Aquilex - EXECUTED Trademark Release#page3.tif		

TRADEMARK
REEL: 005010 FRAME: 0587

#### RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of April 19, 2013, is made by General Electric Capital Corporation, as administrative agent ("<u>Grantee</u>"), in favor of Aquilex LLC, a Delaware limited liability company, Aquilex Intermediate Holdings LLC, a Delaware limited liability company, AquilexHydrochem LLC, a Delaware limited liability company, AquilexHydrochem Industrial Cleaning LLC, a Delaware limited liability company, and Aquilex Finance LLC, a Delaware limited liability company (collectively, the "<u>Existing Grantors</u>").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of February 3, 2012 and recorded with the United States Patent and Trademark Office on February 3, 2012 at Reel 4710 Frame 0697 (the "Trademark Security Agreement"), made by AquilexSMS LLC, a Florida limited liability company, AquilexWSI LLC, a Delaware limited liability company, Aquilex Specialty Repair and Overhaul LLC, a Delaware limited liability company (collectively, the "Previously Released Grantors") and the Existing Grantors (together with the Previously Released Grantors, the "Grantors") in favor of Grantee, each Grantor granted to Grantee a lien on and security interest in all of such Grantor's right, title and interest in, to and under all of its Trademark Collateral (as defined in the Trademark Security Agreement; hereinafter, the "Trademark Collateral"), including the Trademark Collateral listed on Schedule A hereto;

WHEREAS, pursuant to that certain Partial Release of Trademark Security Interest, dated as of March 29, 2013 and recorded with the United States Patent and Trademark Office on April 1, 2013 at Reel 4995 Frame 0480, by Grantee in favor of the Previously Released Grantors, Grantee released any and all liens on and security interests in the Previously Released Grantors' Trademark Collateral granted pursuant to the Trademark Security Agreement; and

**WHEREAS**, pursuant to the terms of that certain payoff letter, dated as of the date hereof, by and among, among others, Grantee and the Existing Grantors, Grantee has consented to the release of the lien on and security interest in the Existing Grantors' Trademark Collateral granted pursuant to the Trademark Security Agreement.

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 Existing Grantors' right, title and interest in, to and under the Trademark Collateral granted pursuant to the Trademark Security Agreement, including the Trademark Collateral listed on Schedule A hereto, 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 (as defined in the Trademark Security Agreement) 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.

Release of Trademark Security Interest

IN WITNESS WHEREOF, Grantee has caused this 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

Name:

Title: Duly Authorized Signatory

Alfredo Wang

Duly Authorized Signatory

## **SCHEDULE A**

# **Trademark Collateral**

Mark	Reg.No./Ser. No.	Reg. Date/Filing Date	Country
AQUILEX	3,114,580	7/11/2006	United States of
			America
AQUILEX	4,138,415	5/8/2012	United States of
			America
TECHNOLOGY.SAFETY.	3,897,727	12/28/2010	United States of
RESULTS			America
AQUILEX	85/415,696	9/6/2011	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
SLUGFLUSH	1,596,802	5/15/1990	United States of
			America
LANSCOanddesign	1,686,780	5/12/1992	United States of
			America
PUMPdesign(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
TEACHANDCLEAN	4,190,954	8/14/2012	United States of
	4 000 0=0	4 10 10 04 0	America
ZE-VAC	4,080,978	1/3/2012	United States of
	0.007.000	444440044	America
STARSSYNCHRONIZED	3,905,283	11/11/2011	United States of
TOOLING AND ROBOTICS			America
SYSTEManddesign			

**RECORDED: 04/19/2013** 

Release of Trademark Security Interest

TRADEMARK REEL: 005010 FRAME: 0590