

## 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		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX INTERMEDIATE HOLDINGS LLC		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX HYDROCHEM LLC		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX HYDROCHEM INDUSTRIAL CLEANING LLC		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
AQUILEX FINANCE LLC		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: 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	

TRADEMARK

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 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	GE/AQUILEX-09631.009209
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NAME OF SUBMITTER:	Carol Fraser
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Signature:	//Carol Fraser//
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Date:	04/19/2013
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#### Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2013 (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 General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 19, 2013 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Aquilex LLC, a Delaware limited liability company (the "Borrower"), Aquilex Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with 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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted with) the U.S. Patent and Trademark Office), 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, each such Trademark; 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, dilution, 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby 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.

[SIGNATURE PAGES 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: Kevin McGonigle  
Name: Kevin McGonigle  
Title: Chief Financial Officer

AQUILEX INTERMEDIATE HOLDINGS  
LLC, as a Grantor

By: Kevin McGonigle  
Name: Kevin McGonigle  
Title: Chief Financial Officer

AQUILEX HYDROCHEM LLC, as a Grantor

By: Kevin McGonigle  
Name: Kevin McGonigle  
Title: Executive Vice President of Finance

AQUILEX HYDROCHEM INDUSTRIAL  
CLEANING LLC, as a Grantor

By: Kevin McGonigle  
Name: Kevin McGonigle  
Title: Executive Vice President of Finance

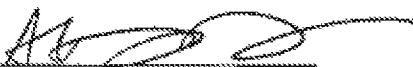
AQUILEX FINANCE LLC, as a Grantor

By: Kevin McGonigle  
Name: Kevin McGonigle  
Title: Chief Financial Officer

Trademark Security Agreement

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: 

Name:

Title: Duly Authorized Signatory

**Alfredo Wang**

**Duly Authorized Signatory**

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005010 FRAME: 0627**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Mark	Reg. No./ Ser. No.	Reg. Date/ Filing Date	Country	Record Owner
AQUILEX	3,114,580	7/11/2006	United States of America	<b>Aquilex LLC</b>
AQUILEX	4,138,415	5/8/2012	United States of America	<b>Aquilex LLC</b>
TECHNOLOGY. SAFETY. RESULTS.	3,897,727	12/28/2010	United States of America	<b>Aquilex LLC</b>
AQUILEX	85/415,696	9/6/2011	United States of America	<b>Aquilex LLC</b>
CAVIFLOW	1,522,916	1/31/1989	United States of America	<b>Aquilex HydroChem LLC</b>
SILENTSTEAM	1,540,872	5/23/1989	United States of America	<b>Aquilex HydroChem LLC</b>
SLUG FLUSH*	1,596,802	5/15/1990	United States of America	<b>Aquilex HydroChem LLC</b>
LANSO and design	1,686,780	5/12/1992	United States of America	<b>Aquilex HydroChem LLC</b>
PUMP design (stylized)	2,067,032	6/3/1997	United States of America	<b>Aquilex HydroChem LLC</b>
HYDROCHEM	2,119,023	12/9/1997	United States of America	<b>Aquilex HydroChem LLC</b>
STARS	3,696,715	10/13/2009	United States of America	<b>Aquilex HydroChem LLC</b>
TEACH AND CLEAN	4,190,954	8/14/2012	United States of America	<b>Aquilex HydroChem LLC</b>
ZE-VAC	4,080,978	1/3/2012	United States of America	<b>Aquilex HydroChem LLC</b>
STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM and design	3,905,283	1/11/2011	United States of America	<b>Aquilex HydroChem LLC</b>

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\* The registration for SLUG FLUSH will be allowed to lapse in due course, however, as of April 16, 2013, it is still active in the USPTO records.