

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 Agent and Lender		05/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HMT Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: DELAWARE

Name:	NP Holdings I, Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: DELAWARE

Name:	HMT Tank Service Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: DELAWARE

Name:	HMT Construction Services LLC
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS

CH \$165.00 0626455

Postal Code:	77380
Entity Type:	CORPORATION: DELAWARE

Name:	NP International Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: DELAWARE

Name:	Titan Acquisition Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: DELAWARE

Name:	United Tank Technology, Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: NEW JERSEY

Name:	Paramount Painting & Industrial Services, Ltd.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: TEXAS

Name:	PPIS Management, LLC
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: TEXAS

Name:	Specialized Industrial Service, Inc.
Street Address:	24 Waterway Avenue, Suite 400

City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: OKLAHOMA

Name:	Enardo LLC
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: OKLAHOMA

Name:	Enardo International, Inc.
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: OKLAHOMA

Name:	Combustions Controls, Incorporated
Street Address:	24 Waterway Avenue, Suite 400
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	CORPORATION: OKLAHOMA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	0626455	ENARDO
Serial Number:	78240725	VAPOR VAULT
Serial Number:	78240731	EMISSION MISER
Registration Number:	1963392	ALUMINATOR
Registration Number:	1759532	CHECK MATE
Registration Number:	1456121	UNIDECK

**CORRESPONDENCE DATA**

Fax Number: 2123037064

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

**TRADEMARK**  
**REEL: 005122 FRAME: 0222**

Phone: 212 318 6824  
Email: christinedionne@paulhastings.com  
Correspondent Name: Christine Dionne  
Address Line 1: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Christine Dionne
Signature:	/Christine Dionne/
Date:	10/01/2013

Total Attachments: 7  
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May 10, 2007

HMT Inc.  
2002 Timberloch  
Suite 550  
The Woodlands, Texas 77380

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to (i) the Second Amended and Restated Credit Agreement, dated as of May 9, 2005 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), among HMT Inc., a Delaware corporation (the "Borrower"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as Lender, and as Agent for Lenders (in such capacity, "Agent"), and the other Lenders signatory thereto from time to time, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower expects to refinance the Credit Agreement (the "Refinancing") with proceeds of loans from a syndicate of banks agented by Société Générale ("New Lender") for the purpose of, among other things, repaying in full all obligations and liabilities of the Borrower to Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of [REDACTED] (the "Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents, (ii) a letter of credit in the form attached hereto as Exhibit A in respect of the outstanding Letters of Credit listed on Schedule A hereto (the "Continuing L/Cs") that may be drawn upon by the Agent for reimbursement of draws under, and satisfying other Letter of Credit Obligations relating to, the Continuing L/Cs, and (iii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower, each other Credit Party and the New Lender (the time at which all of the conditions in the foregoing clauses (i), (ii) and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to immediately deliver to the Borrower the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrower and the Credit Parties (the "Property").

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (subject to the provisions above with respect to the Continuing L/Cs) (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower and the other Credit Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by New Lender or the Borrower as may be necessary or desirable to evidence the release of its security interests in the Property. The Borrower agrees to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, the Borrower or to renew, extend or amend any existing Letter of Credit Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities specifically survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to Deutsche Bank Trust Company Americas, New York, New York, [REDACTED], Account Name: GE Capital, Reference: HMT Inc., no later than 2:00 p.m. (New York City time) today.

In addition, the Borrower and the other Credit Parties agree that, upon the Payoff Effective Time, such Credit Parties release Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the such Credit Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

In addition, Agent and Lenders agree that, upon the Payoff Effective Time, the Agent and such Lenders release the Borrower and the other Credit Parties and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Agent or such Lender ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents (including this Agreement) insofar as such obligations and liabilities specifically survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

In consideration of Agent and Lenders' release of the Liens and security interests in and to any Property, the Borrower agrees to reimburse Agent for all losses and liabilities which Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any checks or similar instruments for the payment of money, together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by Borrower upon Agent's demand therefor, and the amount of such demand shall be conclusive upon Borrower in the absence of manifest error. All claims hereunder must be made within sixty (60) days of the Payoff Effective Time.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

If you need additional information, please do not hesitate to contact us.

Very truly yours,

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent and Lender

By: 

Name: *David Indelicato*

Its: Duly Authorized Signatory

[SIGNATURE PAGE TO PAYOFF LETTER]

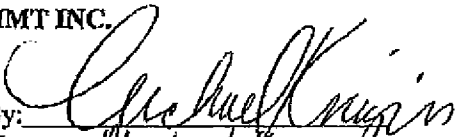
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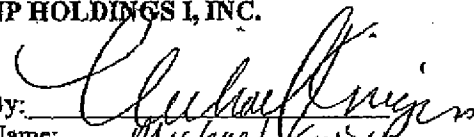


ACCEPTED and AGREED:

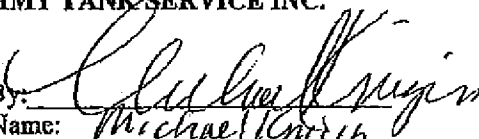
HMT INC.

By:   
Name: Michael Knight  
Title: CFO

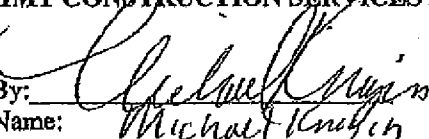
NP HOLDINGS I, INC.

By:   
Name: Michael Knight  
Title: CFO

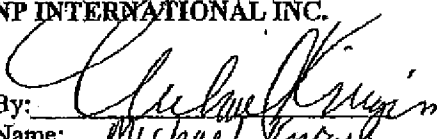
HMT TANK SERVICE INC.

By:   
Name: Michael Knight  
Title: CFO

HMT CONSTRUCTION SERVICES LLC

By:   
Name: Michael Knight  
Title: CFO

NP INTERNATIONAL INC.

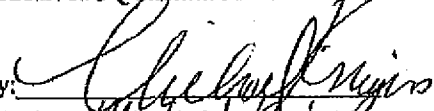
By:   
Name: Michael Knight  
Title: CFO

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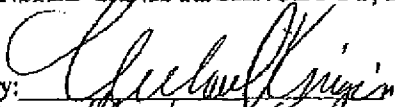
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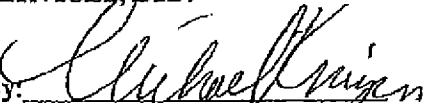
**TITAN ACQUISITION INC.**

By:   
Name: Michael Krigin  
Title: CFO

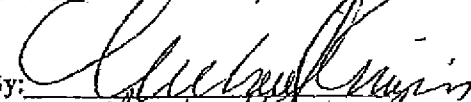
**UNITED TANK TECHNOLOGY, INC.**

By:   
Name: Michael Krigin  
Title: CFO

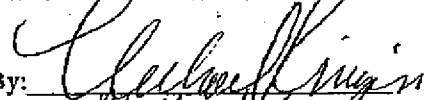
**PARAMOUNT PAINTING & INDUSTRIAL SERVICES, LTD.**

By:   
Name: Michael Krigin  
Title: CFO


**PPIS MANAGEMENT, LLC**

By:   
Name: Michael Krigin  
Title: CFO

**SPECIALIZED INDUSTRIAL SERVICE, INC.**

By:   
Name: Michael Krigin  
Title: CFO


**ENARDO LLC**

By:   
Name: Michael Krigin  
Title: CFO

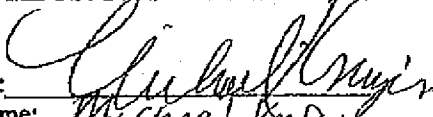
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ENARDO INTERNATIONAL, INC.

By:   
Name: Michael Krug  
Title: CFO

COMBUSTIONS CONTROLS, INCORPORATED

By:   
Name: Michael Krug  
Title: CFO

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