

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		12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
HYDROCHEM LLC		12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	299 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4138415	AQUILEX	
Registration Number:	3897727	TECHNOLOGY. SAFETY. RESULTS.	
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	

CH \$315.00 4138415

CORRESPONDENCE DATA

Fax Number: 2125562222

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

Phone: 212-556-2379

Email: clein@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

09631-009225

NAME OF SUBMITTER:

Chelsea R. Lein

Signature:

/Chelsea R. Lein/

Date:

12/31/2013

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 31, 2013, by AQUILEX LLC and HYDROCHEM LLC (formerly known as Aquilex HydroChem LLC) (each, a “Pledgor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, each Pledgor is party to a Security Agreement, dated as of December 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which such Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademark registrations and applications of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. [Reserved].

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, Lien and security interest in the Trademarks under this Trademark Security Agreement.

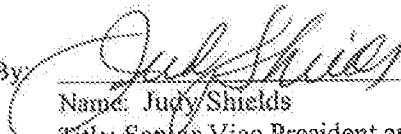
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AQUILEX LLC
HYDROCHEM LLC

By 
Name: Judy Shields
Title: Senior Vice President and Chief
Financial Officer

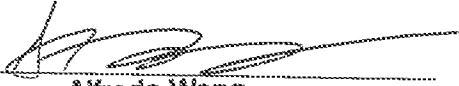
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:


Alfredo Wang

Title:

Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005184 FRAME: 0507

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Aquilex LLC	4,138,415	AQUILEX
Aquilex LLC	3,897,727	TECHNOLOGY. SAFETY. RESULTS.
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	1,522,916	CAVIFLOW
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	1,540,872	SILENTSTEAM
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	1,596,802	SLUG FLUSH <i>(Inactive)</i>
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	1,686,780	LANSKO and design <i>(Inactive)</i>
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	2,067,032	PUMP design (stylized)
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	2,119,023	HYDROCHEM
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	3,696,715	STARS
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	4,190,954	TEACH AND CLEAN
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	4,080,978	ZE-VAC
HydroChem LLC (formerly known as Aquilex HydroChem LLC)	3,905,283	STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM and design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None		