

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LAYNE CHRISTENSEN COMPANY

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company
 Citizenship: DE
 Execution Date(s) April 15, 2014
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
 Name: PNC BANK, NATIONAL ASSOCIATION
 Internal
 Address:
 Street Address: Commercial Loan Service Center/DCC, 500 First Ave.
 City: Pittsburgh
 State: PA
 Country: USA Zip: 15219
 National Banking Association Citizenship: USA
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship:
 Other ___ Citizenship:
 If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
 Name: Susan O'Brien

Internal Address: CT Lien Solutions
 Street Address: 187 Wolf Road, Suite 101
 City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 0974
 Expiration Date 3/17
 b. Deposit Account Number
 Authorized User Name:

9. Signature: _____

Signature

April 16, 2014

Date

Total number of pages including cover sheet, attachments, and document: 8

Kareem Ansley
 Name of Person Signing



Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

Company	Citizenship
BENCOR CORPORATION OF AMERICA-FOUNDATION SPECIALIST	Delaware corporation
INLINER TECHNOLOGIES, LLC	Indiana limited liability company
LAYNE HEAVY CIVIL, INC.	Indiana corporation

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>OWNER</u>	<u>REGISTRATION NO./ APPLICATION NO.</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>
Layne Christensen Company	1,346,868	GEOTHERMETRY	United States
Inliner Technologies, LLC	2,318,214	INLINER	United States
Inliner Technologies, LLC	2,848,917	INSEAL	United States
Inliner Technologies, LLC	2,848,918	INSERV	United States
Inliner Technologies, LLC	2,716,166	INTECH	United States
Layne Christensen Company	4,049,263	INTEVRAS	United States
Layne Christensen Company	1,742,751	ACCU-DRIL	United States
Bencor Corporation of America-Foundation Specialist	3,757,409	BENCOR	United States
Layne Christensen Company	2,738,150	BOREBLAST	United States
Layne Christensen Company	2,909,826	BOREBLAST II	United States
Layne Christensen Company	2,415,660		United States
Layne Christensen Company	4,049,261		United States
Layne Christensen Company	4,134,262	EVRAS	United States

Layne Christensen Company	4,134,263*		United States
Layne Christensen Company	4,134,264*	INTEGRA	United States
Layne Christensen Company	2,372,053	LAYNE	United States
Layne Christensen Company	1,737,083	LAYNE	United States
Layne Christensen Company	2,903,047		United States
Layne Christensen Company	2,830,692	LAYNE OXIMATE	United States
Layne Christensen Company	3,019,194		United States
Layne Christensen Company	2,045,091	QC-21 WELL CLEANER	United States
Reynolds, Inc. (k/n/a Layne Heavy Civil, Inc.)	3,834,349		United States
Layne Christensen Company	3,878,662		United States
Layne Heavy Civil, Inc.	4,461,957	RANNEY	United States
Layne Christensen Company	3,446,934		United States
Layne Christensen Company	1,711,172		United States
Inliner Technologies, LLC	86217349		United States

* Next Fuel, Inc. has an option to purchase U.S. Trademark Registration Numbers 4,134,263 and 4,134,264 pursuant to that certain Integra Test and Intellectual Property Option Agreement. The option expires on April 29, 2014.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 15, 2014 by LAYNE CHRISTENSEN COMPANY, a Delaware corporation, BENCOR CORPORATION OF AMERICA-FOUNDATION SPECIALIST, a Delaware corporation, INLINER TECHNOLOGIES, LLC, an Indiana limited liability company, LAYNE HEAVY CIVIL, INC., an Indiana corporation, (each, a "Pledgor" and, collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent (in such capacity, the "Agent") pursuant to the Credit Agreement dated as of April 15, 2014 among the Administrative Borrower, the Co-Borrowers party thereto, the Subsidiary Guarantors party thereto, the Agent and the lending institutions and other entities from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Agent pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the 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 Agent for the ratable 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 (collectively, the "Trademark Collateral");

- (a) Trademarks of such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

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 Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations for which no claim or demand has been made and that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the Pledgors, the Agent shall (at Pledgors' sole cost and expense) execute, acknowledge, and deliver to Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.


PLEDGORS

LAYNE CHRISTENSEN COMPANY
BENCOR CORPORATION OF AMERICA-
FOUNDATION SPECIALIST
INLINER TECHNOLOGIES, LLC
LAYNE HEAVY CIVIL, INC.

By: 
Name: Andrew Grygiel
Title: Vice President & Treasurer

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Sara V. Traberman
Title: Senior Vice President

Trademark Security Agreement