

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		08/05/2014	banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	AQUA-CHEM, INC.		
Street Address:	3001 EAST GOVERNOR JOHN SEVIER HIGHWAY		
City:	KNOXVILLE		
State/Country:	TENNESSEE		
Postal Code:	37914		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	932238	AC	
Registration Number:	1089496	AC-2	
Registration Number:	1094147	AC-8	
Registration Number:	1307927	AQUA-CHEM	
Registration Number:	766376	AQUA-CHEM	
Registration Number:	822373	SPRAY-FILM	
Registration Number:	809434	WATER-MAKER	
Registration Number:	4125817	AQUA CHEM	
Registration Number:	1632268	MATRIX	
Registration Number:	1630751	PLATINUM	
Registration Number:	2009240	PUREPRO	
Registration Number:	1631494	SILVER	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
TRADEMARK			

CH \$315.00 932238

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-696

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 08/05/2014

Total Attachments: 6

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release"), dated as of August 5, 2014, is made by **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), and is as follows:

WHEREAS, AQUA-CHEM, INC., a Delaware corporation formerly known as Water Tech Acquisition, Inc. ("Borrower"), and Lender are parties to that certain Trademark Assignment of Security dated as of February 15, 2006, which was recorded with The United States Patent and Trademark Office on March 6, 2006 at Reel 003259, Frame 0673 (the "Trademark Assignment") pursuant to which the Borrower granted to Lender a continuing security interest in and to the Marks (as defined in the Trademark Assignment), including the trademarks listed on **Schedule A** attached hereto;

WHEREAS, Borrower and Lender are parties to that certain Amendment No. 1 to Trademark Collateral Security Agreement dated as of December 7, 2012, which was recorded with The United States Patent and Trademark Office on January 4, 2013, in its records at Reel 004936, Frame 0069 ("Amendment No. 1") pursuant to which the Borrower granted Lender a continuing security interest in and to the Trademark Collateral (as defined in Amendment No. 1), including the trademarks listed on **Schedule B** attached hereto; capitalized terms used, but not defined, herein will have the meaning given to them in the Trademark Collateral Security Agreement (as defined below);

WHEREAS, Borrower and Lender are parties to that certain Trademark Collateral Security Agreement dated as of February 15, 2006 (as amended or otherwise modified, the "Trademark Collateral Security Agreement") pursuant to which the Borrower granted to the Lender a security interest in all of the Borrower's right, title and interest in, to and under the Collateral (as defined in the Trademark Collateral Security Agreement), including, without limitation: (a) all of the Marks listed on **Schedule A** attached hereto and the Trademark Collateral listed on **Schedule B** attached hereto; (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under, or with respect to, any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Borrower as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Lender desires to release its rights and security interests in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby irrevocably and forever releases and terminates (a) any and all security interest and other rights in, to and under the Collateral granted by Borrower under the Trademark Collateral Security Agreement and (b) any and all other rights it may have under the Trademark Collateral Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: Gregory S. Calhoun
Gregory S. Calhoun, Director

SIGNATURE PAGE TO
TRADEMARK RELEASE
(Aqua-Chem, Inc.)

TRADEMARK
REEL: 005337 FRAME: 0648

SCHEDULE A

See attached.

U.S. Trademarks of Debtor

Mark	Country	Registration No.	Registration Date
AC Logo	U.S.	932,238	4/11/72
AC-2	U.S.	1,089,496	4/18/78
AC-8	U.S.	1,094,147	6/27/78
AQUA-CHEM	U.S.	1,307,927	12/4/84
AQUA-CHEM	U.S.	766,376	3/10/64
SPRAY-FILM	U.S.	822,373	1/17/67
WATER- MAKER	U.S.	809,434	5/31/66

SCHEDULE B

See attached.

TRADEMARKS

Mark	Country	Registration No.	Registration Date
AQUA-CHEM and Design	U.S.	4,125,817	4/10/2012
MATRIX and Design	U.S.	1,632,268	1/22/1991
PLATINUM	U.S.	1,630,751	1/8/1991
PUREPRO	U.S.	2,009,240	10/22/1996
SILVER	U.S.	1,631,494	1/15/1991

TRADEMARK