

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AQS, INC.		10/31/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC., as Collateral Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Forth Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3010793	AQS/ADVANTAGE	
Registration Number:	2569426	AQS	
Registration Number:	1961976	AQS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	74267/013		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	11/03/2014		
Total Attachments: 3			
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CH \$90.00 3010793

GRANT OF A SECURITY INTEREST --TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 31, 2014 is made by AQS, INC., a Wisconsin corporation (the "Grantor") in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2014 (as amended, restated, supplemented, refinanced, replaced, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

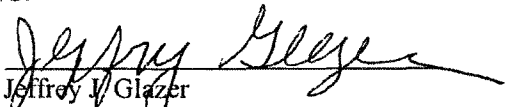
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date above first written.

AQS, INC.

By:

Name:  Jeffrey V. Glazer

Title: President and Treasurer

[Signature Page to Grant of a Security Interest – Trademarks – AQS, Inc.]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	App. No.	Reg. No.
AQS/ADVANTAGE	78/388,951	3,010,793
AQS (Stylized)	76/103,005	2,569,426
AQS	74/662,589	1,961,976