

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/21/2014	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Evoqua Water Technologies LLC		
Street Address:	55 Technology Drive		
Internal Address:	Suite 201		
City:	Lowell		
State/Country:	MASSACHUSETTS		
Postal Code:	01851		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4444358	CLEARLOGX	
Serial Number:	85468660	THE SCIENCE OF WATER MADE SIMPLE	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598909		
Email:	henry.lebowitz@friedfrank.com		
Correspondent Name:	Henry Lebowitz		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	00002		
NAME OF SUBMITTER:	Novika Ishaar		
SIGNATURE:	/NI/		
DATE SIGNED:	11/26/2014		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

(this “Release”) is made as of November 21, 2014, granted by Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent (the “Collateral Agent”) pursuant to that certain First Lien Security Agreement, dated as of January 15, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”) among the grantors referred to therein and the Collateral Agent, in favor of Evoqua Water Technologies LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used herein have the meanings attributed thereto in the Security Agreement unless otherwise defined herein.

WHEREAS, the Grantor and the Collateral Agent are party to that certain Intellectual Property Security Agreement, dated as of January 15, 2014 (the “IP Security Agreement”) among the Grantor, the Collateral Agent and the other parties thereto, whereby the Grantor granted to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in the Collateral (as defined in the IP Security Agreement), including the trademark registration and application, the tradename, and the patents and patent applications listed on Schedule A, and its entire right, title and interest, including the right to sue for past infringement, for the United States and all foreign countries, in and to any and all inventions, which are disclosed in any of such patents and patent applications, and all divisional, continuing, substitute, renewal, reissue, reexamination and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original, reissued, and reexamined patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority (the “Released Collateral”);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on (i) January 27, 2014 at Reel 5201, Frame 0818; and (ii) January 24, 2014 at Reel 032126, Frame 0487;

WHEREAS, in accordance with the applicable provisions of the Credit Agreement, the Grantor has requested and the Collateral Agent has agreed to release, discharge, relinquish, terminate and dissolve its security interest in all of the Grantor’s right, title and interest in and to the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. **Release of Security Interest.** Upon the effectiveness of the disposition of the Released Collateral by the Grantor as permitted by Section 7.05(b) of the Credit Agreement, the security interest of the Collateral Agent in the Released Collateral shall be terminated, released and discharged automatically and without any further action of the parties, and any right, title or interest of the Collateral Agent in such Released Collateral shall be void. For the avoidance of any doubt, the termination, release and discharge hereunder shall be limited only and solely to the Released Collateral, and shall not apply in any respect to any other Collateral. The Collateral Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Collateral.

2. **Further Assurances.** The Collateral Agent agrees, upon written request of the Grantor, to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably requests (at the Grantor’s sole cost and expense) in order to confirm this Release.


3. Recordation of Release. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.


4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

5. Electronic Execution. This Release may be executed by facsimile transmission or other electronic transmission.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

Schedule A

TRADEMARK	REGISTRATION/ APPLICATIONS NO.	REGISTRATION/ FILING DATE
CLEARLOGX	4,444,358	December 3, 2013
THE SCIENCE OF WATER MADE SIMPLE	85/468,660	November 9, 2011

TRADENAME
CLEARLOGX

APPLICATION/PUBLICATION/ PATENT NO.	TITLE
U.S. PATENT NO. 8,491,788	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
U.S. PATENT NO. 8,540,882	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
U.S. PATENT NO. 8,491,794	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
U.S. PUBL. 2013/0299426 A1 U.S. APPLICATION 13/912,622	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
U.S. PUBL. 2013/0299424 A1 U.S. APPLICATION 13/912,608	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
U.S. PUBL. 2013/0299425 A1 U.S. APPLICATION 13/912,604	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
WO 2010/048355 PCT/US2009/061586	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
SOUTH KOREAN PATENT APPLICATION NO. 2011- 7011750	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
CHINESE PATENT APPLICATION NO. 200980151974.7	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
BRAZILIAN PATENT APPLICATION NO. PI0919562-9	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
CANADIAN PATENT APPLICATION NO. 2741319	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
EP 2340104 EUROPEAN PATENT APPLICATION NO. 09822674.9	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE
AUSTRALIAN PATENT NO. 2009308383	PROCESS FOR ENHANCED TOTAL ORGANIC CARBON REMOVAL WHILE MAINTAINING OPTIMUM MEMBRANE FILTER PERFORMANCE