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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332611

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|------------------------------------|
| Layne Christensen Company | | 02/17/2015 | CORPORATION: DELAWARE |
| Bencor Corporation of America-Foundation Specialist | | 02/17/2015 | CORPORATION: DELAWARE |
| Inliner Technologies, LLC | | 02/17/2015 | LIMITED LIABILITY COMPANY: INDIANA |
| Layne Heavy Civil, Inc. | | 02/17/2015 | CORPORATION: INDIANA |
| Liner Products, LLC | | 02/17/2015 | LIMITED LIABILITY COMPANY: INDIANA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | PNC Bank, National Association |
| Street Address: | 500 First Avenue |
| Internal Address: | Commercial Loan Service Center/DCC |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | national banking association: PENNSYLVANIA |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|-----------------------------|----------|--------------|
| Serial Number: | 86248433 | ALLCLEAR |
| Registration Number: | 1346868 | GEOHERMETRY |
| Registration Number: | 2318214 | INLINER |
| Registration Number: | 2848917 | INSEAL |
| Registration Number: | 2848918 | INSERV |
| Registration Number: | 2716166 | INTECH |
| Registration Number: | 4049263 | INTEVRAS |
| Registration Number: | 1742751 | ACCU-DRIL |
| Registration Number: | 3757409 | BENCOR |
| Registration Number: | 2738150 | BOREBLAST |
| Registration Number: | 2909826 | BOREBLAST II |
| Registration Number: | 2415660 | COLOG |

OP \$665.00 86248433

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 4049261 | E |
| Registration Number: | 4134262 | EVRAS |
| Registration Number: | 2372053 | LAYNE |
| Registration Number: | 1737083 | LAYNE |
| Registration Number: | 2903047 | LAYNE |
| Registration Number: | 2830692 | LAYNE OXIMATE |
| Registration Number: | 3019194 | LAYNEOX |
| Registration Number: | 2045091 | QC-21 WELL CLEANER |
| Registration Number: | 3834349 | ENTEC BIOGAS USA |
| Registration Number: | 3878662 | LAYNERT |
| Registration Number: | 4461957 | RANNEY |
| Registration Number: | 1711172 | BECKER DRILLS INC. |
| Serial Number: | 86217349 | INLINER TECHNOLOGIES |
| Serial Number: | 86217353 | LP LINER PRODUCTS |

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-14080

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 02/19/2015

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "First Amendment"), dated the 17th day of February, 2015, by and among 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 an "Existing Pledgor" and collectively, the "Existing Pledgors"), LINER PRODUCTS, LLC, an Indiana limited liability company ("Joining Pledgor", and together with the Existing Pledgors, 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 (as each term is defined therein), the Agent and the lending institutions and other entities from time to time party thereto (the "Credit Agreement").

WITNESSETH:

WHEREAS, (i) each Existing Pledgor and Agent entered into that certain Trademark Security Agreement, dated as of April 15, 2014 (as amended, modified, supplemented or restated from time to time, the "Trademark Security Agreement"), pursuant to which, among other things, each Existing Pledgor granted to Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of such Existing Pledgor's Trademark Collateral and (ii) each Pledgor and Agent entered into that certain Security Agreement (the "Security Agreement"), dated as of April 15, 2014, pursuant to which, among other things, each Pledgor granted to Agent, for the ratable benefit of Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of such Pledgor's Collateral.

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms used herein which are defined in the Trademark Security Agreement shall have the same meaning herein as in the Trademark Security Agreement unless the context clearly indicates otherwise.

2. **Joinder.** Upon the Effective Date (as defined below), Joining Pledgor joins in as, assumes the obligations and liabilities of, adopts the obligations, liabilities and role of, and becomes, a Pledgor under the Trademark Security Agreement. All references to Pledgor or Pledgors contained in the Trademark Security Agreement are hereby deemed for all purposes to also refer to and include Joining Pledgor as a Pledgor and Joining Pledgor hereby agrees with all terms and conditions of the Trademark Security Agreement as if Joining Pledgor were an original signatory thereto.

3. **Amendments.** The effective date of this First Amendment shall be the date on which the Fifth Amendment to the Credit Agreement becomes effective in accordance with the

terms set forth therein (the "Effective Date"). As of the Effective Date, the Trademark Security Agreement is amended as follows:

(a) Schedule 1 attached to the Trademark Security Agreement shall be replaced in its entirety with a new Schedule 1 attached hereto as Exhibit A.

4. **Security Agreement.** 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 pursuant to the Trademark Security Agreement are more fully set forth in the Security Agreement.

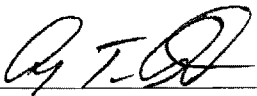
5. **Counterparts.** This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed to be an original, but all such counterparts shall constitute but one and the same instrument.

Signature Pages Follow

IN WITNESS WHEREOF, each Pledgor has caused this First Amendment to 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.
LINER PRODUCTS, LLC

By: 
Name: ANDY ATCHISON
Title: SVP + CFO

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Agent


By: 
Name: Robert Auchincloss
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005462 FRAME: 0439

EXHIBIT A

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>OWNER</u> | <u>REG. NO./(APP. NO.)</u> | <u>TRADEMARK</u> | <u>COUNTRY</u> |
|---|----------------------------|--|----------------|
| Layne Christensen Company | 86/248,433 | ALLCLEAR | United States |
| Layne Christensen Company | 1,346,868 | GEOHERMETRY | 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 |

| <u>OWNER</u> | <u>REG. NO./(APP. NO.)</u> | <u>TRADEMARK</u> | <u>COUNTRY</u> |
|---|----------------------------|--|----------------|
| Layne Christensen Company | 4,049,261 |  | United States |
| Layne Christensen Company | 4,134,262 | EVRAS | 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 |
| Layne Heavy Civil, Inc. (f/k/a Reynolds, 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 | 1,711,172 |  | United States |
| Inliner Technologies, LLC | 86/217,349 |  | United States |
| Liner Products, LLC | 86/217,353 |  | United States |