

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LAYNE CHRISTENSEN COMPANY		03/02/2015	CORPORATION: DELAWARE
BENCOR CORPORATION OF AMERICA-FOUNDATION SPECIALIST		03/02/2015	CORPORATION: DELAWARE
INLINER TECHNOLOGIES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: INDIANA
LAYNE HEAVY CIVIL, INC.		03/02/2015	CORPORATION: INDIANA
LINER PRODUCTS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	333 COMMERCE STREET		
<b>Internal Address:</b>	SUITE 800		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	CHARTERED NATIONAL BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86248433	ALLCLEAR	
<b>Registration Number:</b>	1346868	GEOTHERMETRY	
<b>Registration Number:</b>	2318214	INLINER	
<b>Registration Number:</b>	2848917	INSEAL	
<b>Registration Number:</b>	2848918	INSERV	
<b>Registration Number:</b>	2716166	INTECH	
<b>Registration Number:</b>	4049263	INTEVRAS	
<b>Registration Number:</b>	1742751	ACCU-DRIL	
<b>Registration Number:</b>	3757409	BENCOR	
<b>Registration Number:</b>	2738150	BOREBLAST	
<b>Registration Number:</b>	2909826	BOREBLAST II	

CH \$665.00 86248433

Property Type	Number	Word Mark
Registration Number:	2415660	COLOG
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:** 8164121168

*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:** 816 842-8600

**Email:** lora.gurley@stinsonleonard.com

**Correspondent Name:** STINSON LEONARD STREET LLP

**Address Line 1:** 1201 WALNUT STREET, SUITE 2900

**Address Line 4:** KANSAS CITY, MISSOURI 64106

**ATTORNEY DOCKET NUMBER:** 0044919-0097

**NAME OF SUBMITTER:** Lora Gurley

**SIGNATURE:** /loragurley/

**DATE SIGNED:** 03/09/2015

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 2, 2015 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, LINER PRODUCTS, LLC, an Indiana limited liability company (each, a "Pledgor" and collectively, the "Pledgors") and U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Indenture dated as of March 2, 2015 among Layne Christensen Company, as the Issuer, certain Subsidiaries of the Issuer party thereto and U.S. Bank National Association, as Trustee and Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture").

W I T N E S S E T H:

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

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, each Pledgor hereby agrees with the Collateral 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 Collateral 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 Collateral Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Indenture or the Security Agreement, survive the termination thereof), upon written request of any Pledgor, the Collateral Agent shall (at such Pledgor's sole cost and expense) execute, acknowledge, and deliver to the Pledgor 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.

**Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this agreement, and the exercise of any right or remedy with respect hereto, are subject to the provisions of the Intercreditor and Subordination Agreement dated as of March 2, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Subordination Agreement"), by and among PNC BANK, NATIONAL ASSOCIATION ("PNC") and each other Senior Claimholder from time to time (as such terms are defined in the Subordination Agreement), and U.S. BANK NATIONAL ASSOCIATION (the "Subordinated Creditor"). In the event of any conflict between the terms of the Subordination Agreement and this agreement, the terms of the Subordination Agreement shall govern and control.**

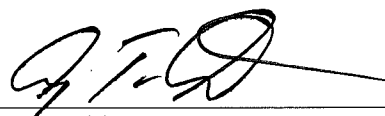
[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

LAYNE CHRISTENSEN COMPANY

By:   
Name: Andrew T. Atchison  
Title: Chief Financial Officer

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


By:   
Name: Andrew T. Atchison  
Title: Senior Vice President and Chief Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: Wally Jones  
Name: WALLY JONES  
Title: VICE PRESIDENT

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>OWNER</b>	<b>REG. NO./(APP. NO.)</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>
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

OWNER	REG. NO./(APP. NO.)	TRADEMARK	COUNTRY
Layne Christensen Company	4,049,261		United States
Layne Christensen Company	4,134,262	EVRAAS	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



