

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337216

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest (Second Lien)		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		04/02/2015	THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EVOQUA WATER TECHNOLOGIES LLC		
<b>Street Address:</b>	55 TECHNOLOGY DRIVE		
<b>Internal Address:</b>	SUITE 201		
<b>City:</b>	LOWELL		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01851		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3683646	SUNBURST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2128598000		
<b>Email:</b>	jason.greenberg@friedfrank.com		
<b>Correspondent Name:</b>	Jason Greenberg		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried Frank LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	499-10 (GREENBERG)		
<b>NAME OF SUBMITTER:</b>	Jason L. Greenberg		
<b>SIGNATURE:</b>	/jlg/		

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<b>DATE SIGNED:</b>	04/03/2015
<b>Total Attachments: 3</b> source=#87056091v1 - (EWT Sunburst Release (Second Lien) 4.2.15)#page1.tif source=#87056091v1 - (EWT Sunburst Release (Second Lien) 4.2.15)#page2.tif source=#87056091v1 - (EWT Sunburst Release (Second Lien) 4.2.15)#page3.tif	

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “Release”) is made as of April 2, 2015 granted by Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent (the “Collateral Agent”) pursuant to that certain Second 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);

**WHEREAS**, the Collateral includes the “SUNBURST” trademark registration and application listed on Schedule A, together with the goodwill of the business connected with the use thereof and symbolized thereby; and all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing (collectively, the “Released Collateral”);

**WHEREAS**, the IP Security Agreement was recorded in the United States Patent and Trademark Office on January 27, 2014 at Reel 5201, Frame 0857;

**WHEREAS**, 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.** The security interest of the Collateral Agent in the Released Collateral is hereby 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 is 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:  
Title: **JUDITH SMITH  
AUTHORIZED SIGNATORY**

By:  \_\_\_\_\_

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

**Schedule A**

TRADEMARK	REGISTRATION NO.	REGISTRATION/ FILING DATE
SUNBURST	3683646	September 15, 2009