

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAYNE CHRISTENSEN COMPANY		08/17/2015	Corporation: DELAWARE
BENCO CORPORATION OF AMERICA-FOUNDATION SPECIALIST (N/K/A LAYNE GEO, INC.)		08/17/2015	Corporation: DELAWARE
CHRISTENSEN BOYLES CORPORATION		08/17/2015	Corporation: DELAWARE
INLINER TECHNOLOGIES, LLC		08/17/2015	Limited Liability Company: INDIANA
LAYNE HEAVY CIVIL, INC.		08/17/2015	Corporation: INDIANA
LINER PRODUCTS, LLC		08/17/2015	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1346868	GEOOTHERMETRY
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:	2738150	BOREBLAST
Registration Number:	2909826	BOREBLAST II

TRADEMARK

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:	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:	86248433	ALLCLEAR
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. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-14080
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/22/2017

Total Attachments: 6
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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement (this "Second Amendment"), dated the 17th day of August, 2015 (the "Effective Date"), 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, LINER PRODUCTS, LLC, an Indiana limited liability company (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").

W I T N E S S E T H:

WHEREAS, (i) each Pledgor and Agent is a party to that certain Trademark Security Agreement, dated as of April 15, 2014 (as amended, modified, supplemented or restated from time to time and by the First Amendment to Trademark Security Agreement, dated as of February 17, 2015, the "Trademark Security Agreement"), pursuant to which, among other things, each 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 Pledgor's Trademark Collateral and (ii) each Pledgor and Agent is a party to 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 the 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.

WHEREAS, Pledgors request that the Agent enter into this Second Amendment in order to effectuate, evidence and record the release and reassignment to the Pledgors of any and all right, title and interest the Agent and the Secured Parties may have in the BENCOR Trademark, U.S. Registration No. 3,757,409, pursuant to the Security Agreement and Trademark Security Agreement.

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. **Release.** As of the Effective Date, Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement and the Security Agreement in any and all right, title and interest of the Pledgors,

and reassigns to the Pledgors any and all right, title and interest that it may have, in, to and under the following:

(a) the BENCOR Trademark, including U.S. Trademark Registration No. 3,757,409, the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of such Pledgors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Further Assurances.** Agent agrees to take all further actions, and provide to the Pledgors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Second Amendment.

4. **Amendments.** 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.

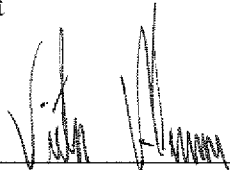
5. **Security Agreement.** Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted pursuant to the Trademark Security Agreement are more fully set forth in the Security Agreement.

6. **Counterparts.** This Second 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, Agent has caused this Second Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION,
as Agent


By: 
Name: Victor Alarcon
Title: Senior Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT]


Accepted and Agreed:

PLEDGORS

LAYNE CHRISTENSEN COMPANY

By: 
Name: J. Michael Anderson
Title: Senior Vice President and Chief Financial Officer



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


By: 
Name: J. Michael Anderson
Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

SCHEDULE 1
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
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
Layne Christensen Company	4,049,261		United States

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