

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSC INDUSTRIAL OUTSOURCING, LP		10/11/2017	Limited Partnership: DELAWARE
HydroChem LLC	FORMERLY Aquilex HydroChem LLC	10/11/2017	Limited Liability Company: DELAWARE
Aquilex LLC		10/11/2017	Limited Liability Company: DELAWARE
PSC LDAR Services, LLC		10/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1883110	LIFE GUARD	
Registration Number:	2320352	PSC	
Registration Number:	3329226	PSC	
Registration Number:	3551918	TOUGH ON TANKS. CLEANER, FASTER, SAFER.	
Registration Number:	4224179	PSC	
Registration Number:	4321637	LIVEGREENNOW	
Registration Number:	4165292	PROVIDING TOMORROW'S SOLUTIONS TODAY	
Registration Number:	4185308	PSC RHINO	
Registration Number:	3469449	PSC ROBOJET	
Registration Number:	3548243	ROBOJET	
Registration Number:	4138415	AQUILEX	
Registration Number:	1522916	CAVIFLOW	
Registration Number:	2119023	HYDROCHEM	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	4602677	HYDROCHEM
Registration Number:	2067032	
Registration Number:	1540872	SILENTSTEAM
Registration Number:	3696715	STARS
Registration Number:	4190954	TEACH AND CLEAN
Registration Number:	3897727	TECHNOLOGY. SAFETY. RESULTS.
Registration Number:	4080978	ZE-VAC
Registration Number:	4635146	SEALTECH
Registration Number:	4222670	GUARDIAN COMPLIANCE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.98051
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	10/11/2017

Total Attachments: 11

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 11, 2017, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PSC INDUSTRIAL HOLDINGS CORP., a Delaware corporation, LJ ENERGY SERVICES INTERMEDIATE HOLDING CORP., a Delaware corporation, PSC INDUSTRIAL, INC. and PSC INDUSTRIAL OUTSOURCING, LP, a Delaware limited partnership, have entered into that certain First Lien Term Loan Agreement dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with GOLDMAN SACHS BANK USA, as Administrative Agent and Collateral Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of October 11, 2017 made by the Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Section 1.01. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and trademark applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and copyright applications set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, 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 the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

Section 1.02. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor's Guaranty.

Section 1.03. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, record this IP Security Agreement.

Section 1.04. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 1.05. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 1.06. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.07. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Goldman Sachs Bank USA, as Collateral Agent, pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Goldman Sachs Bank USA, as Collateral Agent, with respect to any Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Intercreditor Agreement"), among Goldman Sachs Bank USA, as ABL Collateral Agent, Goldman Sachs Bank USA, as First Lien Collateral Agent, Goldman Sachs Bank USA, as Second Lien Collateral Agent, each Additional Junior Obligations Agent (as defined in the ABL Intercreditor Agreement) and each Additional Pari Passu Obligations Agent (as defined in the ABL Intercreditor Agreement) from time to time party thereto. In

the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

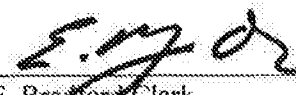
PSC INDUSTRIAL OUTSOURCING, LP

By: 
Name: E. Bradford Clark
Title: Chief Executive Officer and President

Address for Notices:

5151 San Felipe, Suite 1100
Houston, TX 77506

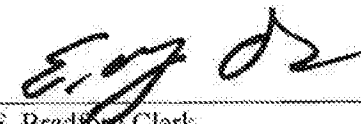
HYDROCHEM LLC

By: 
Name: E. Bradford Clark
Title: Chief Executive Officer, President and Secretary

Address for Notices:

900 Georgia Avenue
Deer Park, TX 77536

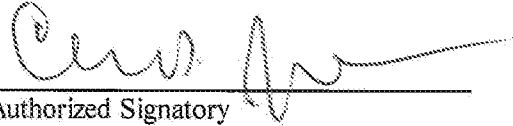
AQUILEX LLC

By: 
Name: E. Bradford Clark
Title: Chief Executive Officer, President and Secretary

Address for Notices:

900 Georgia Avenue
Deer Park, TX 77536

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Authorized Signatory

Charles D. Johnston
Authorized Signatory

Address for Notices:

200 West Street
New York, New York 10282-2198
Attention: SBD Operations
Email: gs-dallas-adminagency@ny.email.gs.com and
gs-sbdagency-borrower notices@ny.email.gs.com
Telephone: (972) 368-2323
Facsimile: (212) 428-9270

Schedule A

UNITED STATES PATENTS

United States Patents

Obligor	Patent	Patent No.
PSC Industrial Outsourcing, LP	Truck grounding system	6,127,934
PSC Industrial Outsourcing, LP	System and process for in tank treatment of crude oil sludges to recover hydrocarbons and aid in materials separation	6,069,002
PSC Industrial Outsourcing, LP	Method for removing hazardous gases from enclosed structures.	5,634,962
PSC Industrial Outsourcing, LP	Process for recovering metals from iron oxide bearing masses.	5,728,193
PSC Industrial Outsourcing, LP	Process for vessel decontamination	5,356,482
PSC Industrial Outsourcing, LP	Decontamination of hydrocarbon process equipment	5,389,156
PSC Industrial Outsourcing, LP	Method for quick turnaround of hydrocarbon processing units	5,425,814
PSC Industrial Outsourcing, LP	Apparatus for dispersion of sludge in a crude oil storage tank	5,460,331
PSC Industrial Outsourcing, LP	SYSTEM AND PROCESS FOR IN TANK TREATMENT OF CRUDE OIL SLUDGES TO RECOVER HYDROCARBONS AND AID IN MATERIALS SEPARATION	6,033,901
PSC Industrial Outsourcing, LP	System and method for electronic time reconciliation	8,977,563
HydroChem LLC	Methods and apparatus for chemically cleaning turbines	6,311,704
HydroChem LLC	Methods for foam cleaning combustion turbines	6,478,033
HydroChem LLC	Automated heat exchanger tube cleaning assembly and system	8,057,607

HydroChem LLC	Automated heat exchanger tube cleaning assembly and system	8,524,011
HydroChem LLC	Automated heat exchanger tube cleaning assembly and system	8,308,869
HydroChem LLC	Driving Apparatus for One or More Cleaning Lances	9,074,830
HydroChem LLC	Bladder and Engagement Device For Storage Tank	9,216,885
HydroChem LLC	Multi-Layered Bladder and Carbon Scrubber for Storage Tank	8,919,391
HydroChem LLC	Mounted Bladder for Storage Tank	8,763,855
HydroChem LLC	Semi-Automated Heat Exchanger Tube Cleaning Assembly and Method	9,605,915
HydroChem LLC	Storage apparatus for cleaning lance	9,359,168
Aquilex LLC	METHOD AND SYSTEM FOR WELD BEAD SEQUENCING TO REDUCE DISTORTION AND STRESS	7,703,660
Inland Waters Pollution Control, Inc.	PIPELINE CLEANING APPARATUS	7,645,346
Inland Waters Pollution Control, Inc.	PIPELINE CLEANING APPARATUS AND METHOD	7,828,904
PHILIP SERVICES CORPORATION	COMPUTER SYSTEM AND METHOD FOR WASTE ACCOUNTING, REDUCTION, AND EVALUATION	5,532,928

United States Patent Applications

Obligor	Patent	App. No.	Pub. Date	Pub. No.
PSC Industrial Outsourcing, LP	System and method of job safety analysis	13/402,343	7/11/2013	2013179359
PSC Industrial Outsourcing, LP	SYSTEM AND METHOD FOR ELECTRONIC TIME RECONCILIATION	14/608,934	5/21/2015	20150142625

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

Obligor	Mark	Reg. No.
PSC Industrial Outsourcing, LP	LIFE GUARD	1883110
PSC Industrial Outsourcing, LP	PSC	2320352
PSC Industrial Outsourcing, LP	PSC and Design	3329226
PSC Industrial Outsourcing, LP	TOUGH ON TANKS, CLEANER, FASTER, SAFER	3551918
PSC Industrial Outsourcing, LP	PSC and Design	4224179
PSC Industrial Outsourcing, LP	LIVEGREENNOW	4321637
PSC Industrial Outsourcing, LP	PROVIDING TOMORROW'S SOLUTION TODAY	4165292
PSC Industrial Outsourcing, LP	PSC RHINO and Design	4185308
PSC Industrial Outsourcing, LP	PSC ROBOJET and Design	3469449
PSC Industrial Outsourcing, LP	ROBOJET	3548243
Aquilex LLC	AQUILEX	4,138,415
HydroChem LLC	CAVIFLOW	1,522,916
HydroChem LLC	HYDROCHEM	2,119,023
HydroChem LLC	HYDROCHEM and design	4,602,677
HydroChem LLC	PUMP design	2,067,032
HydroChem LLC	SILENTSTEAM	1,540,872
HydroChem LLC	STARS	3,696,715
HydroChem LLC	TEACH AND CLEAN	4,190,954
HydroChem LLC	TECHNOLOGY.SAFETY. RESULTS.	3,897,727

HydroChem LLC	ZE-VAC	4,080,978
PSC LDAR Services, LLC	SEALTECH	4,635,146
PSC LDAR Services, LLC	GUARDIAN COMPLIANCE	4,222,670

United States Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

Obligor	Title	Reg. No.
PSC Industrial Outsourcing, LP as successor to APLC, Inc.	Hydroblasting Safety and Orientation	PAu002043992
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Tube Bundles Det Cord	VAu000486794
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Installing Det Cord	VAu000486795
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Det Cord Blasting	VAu000486796
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Hot Stick Deslagging	VAu000486797
PSC Industrial Outsourcing, LP	Clean Tube Bundle	VAu000484712
PSC Industrial Outsourcing, LP	Dirty Tube Bundle	VAu000484713
PSC Industrial Outsourcing, LP	70 BBL LIQUID RING VACUUM TRUCK MAINTENANCE FOR PSC INDUSTRIAL SERVICES.	TXu002003109
PSC Industrial Outsourcing, LP	70 BBL LIQUID VACUUM TRUCK OPERATIONS FOR PSC INDUSTRIAL SERVICES.	TXu002003122

PSC Industrial Outsourcing, LP	70 BBL LIQUID VACUUM TRUCK PREVENTIVE MAINTENANCE FOR PSC INDUSTRIAL SERVICES.	TXu002003118
PSC Industrial Outsourcing, LP	End Dump Truck Operations Manual for PSC Industrial Services.	TXu002003121
PSC Industrial Outsourcing, LP	PSC 10K AND 20K HYDROBLASTING EQUIPMENT MAINTENANCE FOR PSC INDUSTRIAL SERVICES.	TXu002003120
PSC Industrial Outsourcing, LP	PSC 10K AND 20K HYDROBLASTING OPERATIONS FOR PSC INDUSTRIAL SERVICES.	TXu002003114
PSC Industrial Outsourcing, LP	PSC 10K and 20K Hydroblasting Pump Preventative Maintenance.	TXu002003112
PSC Industrial Outsourcing, LP	Vacuum Truck Scrubber (VTS) Set Up and Operations Manual for PSC Industrial Services.	TXu002003115
PSC Industrial Outsourcing, LP	Vapor Combustor Unit Maintenance and Operations Manual for PSC Industrial Services.	TXu002003108
Hydrochem, LLC	HydroChem STARS software	TXU001650997

United States Copyright Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>