TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AQUILEX CORPORATION		09/28/2010	CORPORATION: DELAWARE
AQUILEX HYDROCHEM, INC.		09/28/2010	CORPORATION: DELAWARE
AQUILEX WSI, INC.		09/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	200 BAY STREET, SOUTH TOWER
Internal Address:	12TH FLOOR
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	CANADIAN BANK: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77693529	TECHNOLOGY. SAFETY. RESULTS.
Serial Number:	77650587	TEACH AND CLEAN
Serial Number:	77820195	STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM
Serial Number:	77693533	TECHNOLOGY. SAFETY. RESULTS.
Serial Number:	85127146	ZE-VAC

CH $140.00 77693529

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Timothy Franklin
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	35614/86

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Signature:	/TIMOTHY FRANKLIN/
Date:	10/07/2010

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated September 28, 2010, is made by the Persons listed on the signature page hereof (the "***Grantors***", and each, a "***Grantor***") in favor of ROYAL BANK OF CANADA, as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AQUILEX HOLDINGS LLC, a Delaware limited liability company has entered into an Amended and Restated Credit Agreement dated as of April 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with ROYAL BANK OF CANADA, as Administrative Agent, and as Collateral Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated December 15, 2008 made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***") and that certain Intellectual Property Security Agreement dated December 15, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. 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 "***Additional Collateral***"):

(a) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

(b) the trademark and service mark registrations and 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 under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***"); and

(c) the copyright registrations and applications and exclusive inbound copyright licenses set forth in Schedule C hereto (the "***Copyrights***").

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all 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,

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interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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 5. Execution in Counterparts. This IP Security Agreement Supplement 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 Supplement 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 Supplement.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[*signature page follows*]

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REEL: 004291 FRAME: 0498

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

AQUILEX CORPORATION

By _____
Title: SVP & General Counsel

Address for notices:
CFO and/or General Counsel
3344 Peachtree Road NE, Suite 2100
Atlanta, GA 30326

AQUILEX HYDROCHEM, INC.

By _____
Title: Gen Legal Affairs

Address for notices:
c/o Aquilex Corporation
CFO and/or General Counsel
3344 Peachtree Road NE, Suite 2100
Atlanta, GA 30326

AQUILEX WSI, INC.

By _____
Title: Gen Legal Affairs

Address for notices:
c/o Aquilex Corporation
CFO and/or General Counsel
3344 Peachtree Road NE, Suite 2100
Atlanta, GA 30326

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REEL: 004291 FRAME: 0499

SCHEDULE A

PATENTS

Patent Titles	Patent No./ Serial No	Country	Record Owner
Automated heat exchanger tube cleaning assembly and system	12/383,183	United States of America	Aquilex HydroChem, Inc.
Apparatus for butt-welding tube joints	12/419,134	United States of America	Aquilex WSI, Inc.
Equipment and process for applying an external structural weld to piping and similarly shaped pressure boundary components	12/474,246	United States of America	Aquilex WSI, Inc.
Diagnostic Tools and Methods Thereof	12/784,269	United States of America	Aquilex WSI, Inc.
Diving apparatus for heat exchanger tube cleaning lance	61/251,985	United States of America	Aquilex HydroChem, Inc.
Bladder system for storage tank	61/267,333	United States of America	Aquilex HydroChem, Inc.
Bladder System With Carbon Scrubber for Storage Tank	61/370,748	United States of America	Aquilex HydroChem, Inc.
Semi-Automated Heat Exchanger Tube Cleaning Assembly and Method	61/383,965	United States of America	Aquilex HydroChem, Inc.
Alloy, Overlay, and Methods Thereof	12/689,637	United States of America	Aquilex HydroChem, Inc.
Driving Apparatus for One or More Heat Exchanger Tube Cleaning Lances	61/304,618	United States of America	Aquilex HydroChem, Inc.

TRADEMARK
REEL: 004291 FRAME: 0500

SCHEDULE B

TRADEMARKS

Mark	Reg. No. Ser. No.	Country	Record Owner
TECHNOLOGY, SAFETY, RESULTS	77/693529 (ITU)	United States of America	Aquilex Corporation
TEACH AND CLEAN	77/650,587 (ITU)	United States of America	Aquilex HydroChem, Inc.
STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM and design	77/820,195 (ITU)	United States of America	Aquilex HydroChem, Inc.
TECHNOLOGY, SAFETY, RESULTS	77/693,533 (ITU)	United States of America	Aquilex Corporation
ZE-VAC	85/127,146 (ITU)	United States of America	Aquilex HydroChem, Inc.

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REEL: 004291 FRAME: 0501

SCHEDULE C

COPYRIGHTS

Title of Work	Case No.	Application Date	Claimant
HydroChem STARS software	1-247790851	09/24/2009	Aquilex HydroChem, Inc.