

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Aqua-Chem, Inc.	02/28/2006

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One South Wacker Drive
Internal Address:	Suite 3400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	10742008
Application Number:	10857399
Patent Number:	6558153
Patent Number:	6470835
Patent Number:	6357396
Patent Number:	5522696
Patent Number:	5344311
Patent Number:	5335628

CORRESPONDENCE DATA

Fax Number: (704)373-8839

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: rlucas@mcguirewoods.com

Correspondent Name: Gina M. Lucas

Address Line 1: 100 N. Tryon St., Suite 2900

Address Line 2: McGuireWoods LLP

PATENT

500082602

REEL: 017251 FRAME: 0034

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Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:

Gina M. Lucas

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(PATENTS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2006 (this "Agreement"), among AQUA-CHEM, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as agent (in such capacity, the "Agent") for the Lenders (defined below).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of even date herewith (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor and certain domestic subsidiaries thereof, as borrowers (collectively, the "Borrowers" and each a "Borrower"), each lender from time to time party thereto (collectively, the "Lenders") and the Agent, and in order to obtain the benefits referred to therein, Grantor has granted to the Agent a security interest in substantially all of Grantor's property and assets, including, without limitation, the Collateral referred to in Section 1 below; and

**WHEREAS**, pursuant to the Loan Agreement, Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE, the CANADIAN INTELLECTUAL PROPERTY OFFICE and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Grantor and the Agent agree as follows:

**1. Grant of Security.** Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, Canadian, other international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to the Loan Agreement and this Agreement which may be executed and delivered by Grantor to the Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

**2. Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by Grantor under this Agreement secures the payment of all Secured Obligations of 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.

**3. Recordation.** Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**4. Execution in Counterparts.** This 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.

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

**6. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

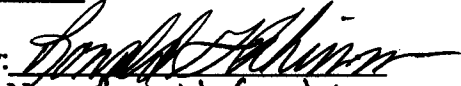
*[Signatures follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

AQUA-CHEM, INC.

("Grantor")

By:

  
Name: Ronald G. Thimm  
Title: Director of Finance  
and Treasurer

Address for notices to any Grantor:

c/o Aqua-Chem, Inc.

11950 West Lake Park Dr.

MILWAUKEE, WI 53224

Attention: ~~11950 West Lake Park Dr.~~

Telephone: Ronald G. Thimm

Facsimile: 414-577-2845

414-577-2769

Signature Page  
Intellectual Property Security Agreement  
(Patents)

**BANK OF AMERICA, N.A.,**

as Agent

("Agent")

By: Robert J. Lund

Name:

Title:

Robert J. Lund  
Senior Vice President

**Address for notices to**

**Agent:**

Bank of America, N.A.  
One South Wacker Drive  
Suite 3400

Chicago, Illinois 60606

Attention: Loan Administration Manager

Facsimile No: 312-332-6537

Signature Page

Intellectual Property Security Agreement

(Patents)

**PATENT**

**REEL: 017251 FRAME: 0039**

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

I, Jamie L. Schlieckau, a Notary Public for said County and State, do hereby certify  
that Ronald G. Thimm personally came before me this day and acknowledged  
that (s)he is Director of Finance  
and Treasurer of Aqua-Chem, Inc., a  
Delaware corporation, and acknowledged, on behalf of  
Aqua-Chem, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28<sup>TH</sup> day of February, 2006.

(Official Seal)

Jamie L. Schlieckau  
Notary Public

My Commission expires March 16, 2008

Signature Page  
Intellectual Property Security Agreement

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PATENT  
REEL: 017251 FRAME: 0040

## SCHEDULE A

<u>Patent/Application Number</u>	<u>Country</u>	<u>Registration Date</u>	<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>
10/742,008	United States	n/a	Boiler Water Level Monitoring and Control System	Aqua- Chem, Inc.	Pending
10/857,399	United States	n/a	Counterflow Fuel Injection Nozzle in a Burner-Boiler System	Aqua- Chem, Inc.	Pending
2,469,112	Canada	n/a	Counterflow Fuel Injection Nozzle in a Burner-Boiler System	Aqua- Chem, Inc.	Pending
Paa2004005215	Mexico	n/a	Counterflow Fuel Injection Nozzle in a Burner-Boiler System	Aqua- Chem, Inc.	Pending
6,558,153	United States	05/06/2003	Low Pollution Emission Burner	Aqua- Chem, Inc.	Granted
6,470,835	United States	10/29/2002	Plate Type Heat Exchanger for Exhaust Gas Heat Recovery	Aqua- Chem, Inc.	Expires 10/29/2006
6,357,396	United States	03/19/2002	Plate Type Heat Exchanger for Exhaust Gas Heat Recovery	Aqua- Chem, Inc.	Expires 03/19/2006
5,522,696	United States	06/04/1996	Multiple- Shutter Throttle Characterization Assembly for Burners	Aqua- Chem, Inc.	Granted
5,344,311	United States	09/06/1994	Air Atomizing System for Oil Burners	Aqua- Chem, Inc.	Expires 03/06/2006
5,335,628	United States	08/09/1994	Integrated Boiler/Fuel Cell System	Aqua- Chem, Inc.	Granted

Schedule A  
Intellectual Property Security Agreement

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