

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by Secured Party as previously recorded at Reel 025104 Frame 0712
CONVEYING PARTY DATA	
Name	Execution Date
Royal Bank of Canada	03/29/2013
RECEIVING PARTY DATA	
Name:	Aquilex LLC
Street Address:	3399 Peach Tree Road
Internal Address:	Suite 2011NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Name:	Aquilex Hydrochem LLC
Street Address:	3399 Peach Tree Road
Internal Address:	Suite 2011NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Name:	Aquilex WSI LLC
Street Address:	3399 Peach Tree Road
Internal Address:	Suite 2011NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	12383183
Application Number:	61251985

CH \$400.00 12383183

Application Number:	61267333
Application Number:	61370748
Application Number:	61383965
Application Number:	12689637
Application Number:	61304618
Application Number:	12419134
Application Number:	12474246
Application Number:	12784269

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-862-2000  
Email: donna.gasiorowski@kirkland.com  
Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 300 North LaSalle Street  
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	13753-2 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	04/03/2013

**Total Attachments: 9**  
source=aquilex Release of Security Interest in Intellectual Property EXECUTED#page1.tif  
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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") dated as of March 29, 2013 is made by ROYAL BANK OF CANADA, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of AQUILEX LLC, AQUILEX HYDROCHEM LLC and AQUILEX WSI LLC (each a "Grantor" and collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

**WHEREAS**, Aquilex Holdings LLC entered into a Credit Agreement dated December 15, 2008 with Royal Bank of Canada, as administrative agent and as collateral agent, and the other parties thereto (as amended and restated on April 1, 2010 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, each Grantor entered into that certain Security Agreement dated December 15, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors executed and delivered that certain Intellectual Property Security Agreement dated December 15, 2008 (the "IP Security Agreement") and that certain Intellectual property Security Agreement Supplement dated September 28, 2010 (the "IP Security Agreement Supplement") for recordation with the United States Patent and Trademark Office and the United States Copyright Office, as applicable;

**WHEREAS**, the IP Security Agreement was recorded with the Trademarks division of the United States Patent and Trademark Office on December 29, 2008 at Reel 3910, Frame 0058 and with the Patents division of the United States Patent and Trademark Office on December 29, 2008 at Reel 022034, Frame 0216;

**WHEREAS**, the IP Security Agreement Supplement was recorded with the Trademarks division of the United States Patent and Trademark Office on October 7, 2010 at Reel 4291, Frame 0495, with the Patents division of the United States Patent and Trademark Office on October 7, 2010 at Reel 025104, Frame 0712, and with the United States Copyright Office on October 8, 2010 at Volume 3594, Document 589;

**WHEREAS**, pursuant to the Security Agreement, the IP Security Agreement and the IP Security Agreement Supplement, each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the IP Collateral (as defined below); and

**WHEREAS**, the Collateral Agent desires to terminate and release the Security Interest in the IP Collateral.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term "IP Collateral," as used herein, shall mean (i) the patents and patent applications set forth on Schedule A hereto; (ii) the trademark and service mark registrations and applications set forth in Schedule B, together with the goodwill symbolized thereby; and (iii) the copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor,

including, without limitation, the copyright registrations and applications and exclusive inbound copyright licenses set forth in Schedule C hereto.

The Collateral Agent hereby terminates, discharges and releases the Security Interest in the IP Collateral, without representation, warranty, or recourse.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**ROYAL BANK OF CANADA,  
as Collateral Agent**

By:   
Name: \_\_\_\_\_  
Title: **Rodica Dutka  
Manager, Agency**

**SCHEDULE A**

**PATENTS**

**Grantor: Aquilex LLC (Filed at Reel 022034, Frame 0216)**

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
Automated heat exchanger tube cleaning assembly and system	61/070,073
Apparatus for welding tube butt joints	61/042,626
Welded butt joints on tubes having dissimilar end preparations	12/043/686
Method and system for weld bead sequencing to reduce distortion and stress	11/556,963
Method and system for weld bead sequencing to reduce distortion and stress	PCT/US2006/043213

**Grantor: Aquilex HydroChem LLC**

**Filed at Reel 022034, Frame 0216**

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
High pressure, water lance handle	D422,055
Process for removing copper and copper oxide deposits from surfaces	5,009,714
Method and apparatus for periodic chemical cleanings of turbines	5,018,355
Methods and apparatus for chemically cleaning turbines	6,311,704
Methods for foam cleaning combustion turbines	6,478,033
Manifold for use in cleaning combustion turbines	6,491,048
Forced mist cleaning of combustion turbines	6,503,334
Method and apparatus for steam flow venting incorporating air educting means	4,880,447

**Filed at Reel 025104, Frame 0712**

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
Automated heat exchanger tube cleaning assembly and system	12/383,183

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
Diving apparatus for heat exchanger tube cleaning lance	61/251,985
Bladder system for storage tank	61/267,333
Bladder system With Carbon Scrubber for Storage Tank	61/370,748
Semi-Automated Heat Exchanger Tube Cleaning Assembly and Method	61/383,965
Alloy, Overlay and Methods Thereof	12/689,637
Driving Apparatus for One or More Heat Exchanger Tube Cleaning Lances	61/304,618

**Grantor: Aquilex WSI LLC**

**Filed at Reel 022034, Frame 0216**

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
Process and method to increase the hardness of Fe-CR-C weld overlay alloy.	11/690,763
Method of providing and evaluating a mid-wall repair	11/091,767
Equipment and process for applying an external structural weld to piping and similarly shaped pressure boundary components	11/463,565
Apparatus for overlay welding of a tube exterior	6,727,465
Apparatus for electric arc overlay welding	6,548,783
Method to eliminate weld solidification cracking of 312 stainless steel overlay and to minimize the overlay's thermal expansion mismatch with carbon steel or low alloy steel substrate	6,204,477
Dual pass weld overlay method and apparatus	6,013,890
Equipment and process for applying an external structural weld to piping and similarly shaped pressure boundary components	PCT/US2007/075482

**Filed at Reel 025104, Frame 0712**

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
Apparatus for butt welding tube joints	12/419,134

<b>Patent Title</b>	<b>Patent No./ Serial No.</b>
Equipment and process for applying an external structural weld to piping and similarly shaped pressure boundary components	12/474,246
Diagnostic Tools and Methods Thereof	12/784,269

**FOREIGN PATENTS**

<b>Grantor</b>	<b>Patent Titles</b>	<b>Country</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
<b>Aquilex HydroChem LLC</b>	<b>Method and Apparatus for Cleaning Conduits</b>	<b>Canada</b>	<b>(11) CA 1,302,024</b>	<b>(21) 566025</b>	<b>05/05/1988</b>	<b>06/02/1992</b>



**SCHEDULE B**

**TRADEMARKS**

**Grantor: Aquilex LLC**

**Filed at Reel 3910, Frame 0058**

<b>Mark</b>	<b>Registration No.</b>
AQUILEX	3,114,580

**Filed at Reel 4291, Frame 0495**

<b>Mark</b>	<b>Registration No.</b>
TECHNOLOGY, SAFETY, RESULTS	3,897,727
TECHNOLOGY, SAFETY, RESULTS	Application No. 77/693539

**Grantor: Aquilex HydroChem LLC**

**Filed at Reel 3910, Frame 0058**

<b>Mark</b>	<b>Registration No.</b>
CAVIFLOW	1,522,916
SILENT-STEAM	1,540,872
SLUG FLUSH	1,596,802
LANSCO and design	1,686,780
PUMP design (stylized)	2,067,032
HYDROCHEM	2,119,023
STARS	3,696,715

**Filed at Reel 4291, Frame 0495**

<b>Mark</b>	<b>Registration No.</b>
TEACH AND CLEAN	4,190,954
STARS SYNCHRONIZED TOOLING AND ROBOTICS SYSTEM and design	3,905,283
ZE-VAC	4,080,978

**Grantor: Aquilex WSI LLC (Filed at Reel 3910, Frame 0058)**

<b>Mark</b>	<b>Registration No.</b>
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<b>Mark</b>	<b>Registration No.</b>
WSI	3,254,791
WSI	3,167,619
WSI and design	3,167,618
WSI and design	3,238,912
UNIFUSE	2,076,969
UNIFUSE	2,076,968

**SCHEDULE C**

**COPYRIGHTS**

**Record Owner: Aquilex HydroChem LLC (Filed at Volume 3594, Document 589)**

<b>Title of Work</b>	<b>Registration No.</b>
HydroChem STARS software	TXu001650997