


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

8003A
994

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Hydrochem Industrial Services, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation, as agent</u> Internal Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 15, 2005</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 13</p> <p>7. Total fee (37 CFR 3.41)\$ <u>340.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature. <u>Laura Konrath</u> Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>5/4/05</u> Date</p> <p style="text-align: center;"><small>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></small></p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$340.00 232428 1361436

Continuation
Item 7

(PART B)

**TRADEMARKS OF BORROWER
UNITED STATES TRADEMARK REGISTRATIONS**

①

Reg. No.	Reg. Date	Exp. Date	Mark	Goods/Services
1,361,436	Sept. 24, 1985	Sept. 24, 2005	DURA-PAK	Machine parts; mainly valves
1,444,477	June 23, 1987	June 23, 2007	LANSKO	Industrial cleaning services
1,522,916	Jan. 31, 1989	Jan. 31, 2009	CAVIFLOW	Industrial cleaning services
1,540,872	May 23, 1989	May 23, 2009	SILENTSTEAM	Industrial cleaning services
1,596,802	May 15, 1990	May 15, 2010	SLUG FLUSH	Industrial cleaning services
1,686,780	May 12, 1992	May 12, 2012	LANSKO and Design	Processing and removal of heavy oil sludges (renewed 2002)
2,067,032	June 3, 1997	Jun. 3, 2007	PUMP Design (stylized)	Industrial cleaning services
2,119,023	Dec. 9, 1997	Dec. 9, 2007	HYDROCHEM	Industrial cleaning services
2,203,701	Nov. 17, 1998	Nov. 17, 2008	BLAZER VAC	High pressure water cleaning machines for the removal of various materials, including hazardous and non-hazardous materials.
2,215,966	Jan. 5, 1999	Jan. 5, 2009	TED SYSTEM	Industrial cleaning services
2,217,051	Jan. 12, 1999	Jan. 12, 2009	GT SYSTEM	Industrial cleaning services
2,227,419	Mar. 2, 1999	Mar. 2, 2009	GAS TIGHT	Industrial cleaning services
2,334,571	Mar. 28, 2000	Mar. 28, 2010	GT and Design	Industrial cleaning services

⑬

COMMON LAW TRADEMARKS

Mark	Goods/Services
AQUA HEAD	Non-toxic inhibitor
BIOBLAST	Surface cleaning

**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of February 15, 2005, is made by HYDROCHEM INDUSTRIAL SERVICES, INC., a Delaware corporation ("Borrower"), HYDROCHEM INTERNATIONAL, INC., a Delaware corporation ("International"), and HYDROCHEM INDUSTRIAL CLEANING, INC., a Delaware corporation ("Cleaning"; Borrower, International and Cleaning are referred to herein individually as a "Grantor" and collectively as "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of the date hereof by and among each Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations to or for the direct or indirect benefit of each Grantor.

B. Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

C. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Applicable Law. THIS AGREEMENT, AS WELL AS THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY HEREOF, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN

ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK,
WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS.

5. Counterparts; Effectiveness. This Agreement and any amendment, waiver, consent or supplement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. Upon the execution and delivery of this Agreement by all parties thereto, this Agreement is effective as to such parties thereto.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

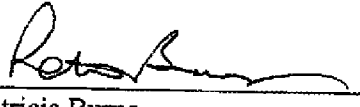
"Grantors"

HYDROCHEM INDUSTRIAL SERVICES,
INC.

By: 

Name: Patricia Burns
Title: Executive Vice President and Chief
Financial Officer

HYDROCHEM INTERNATIONAL, INC.

By: 

Name: Patricia Burns
Title: Executive Vice President and Chief
Financial Officer

HYDROCHEM INDUSTRIAL CLEANING,
INC.

By: 

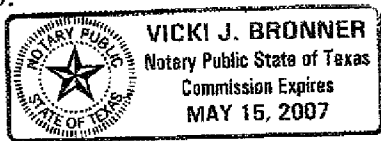
Name: Patricia Burns
Title: Executive Vice President and Chief
Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Burns, Executive Vice President and Chief Financial Officer of HydroChem Industrial Services, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of February, 2005.



Vicki J. Bronner
Notary Public in and for the State of Texas

My Commission Expires:

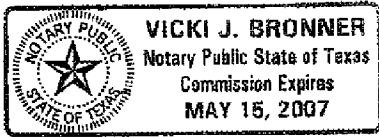
May 15, 2007

Vicki J. Bronner
Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Burns, Executive Vice President and Chief Financial Officer of HydroChem International, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of February, 2005.



Vicki J. Bronner
Notary Public in and for the State of Texas

My Commission Expires:

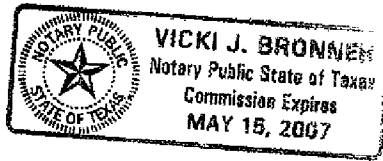
May 15, 2007

Vicki J. Bronner
Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Burns, Executive Vice President and Chief Financial Officer of HydroChem Industrial Cleaning, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of February, 2005.



Vicki J. Bronner
Notary Public in and for the State of Texas

My Commission Expires:

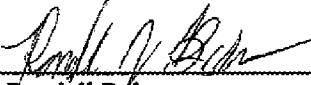
May 15, 2007

Vicki J. Bronner
Notary's Printed Name

Accepted and Acknowledged by:

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION, a Delaware corporation

By: 
Name: Randall Boba
Its: Duly Authorized Signatory

[signature page to Patent, Trademark and Copyright Security Agreement]

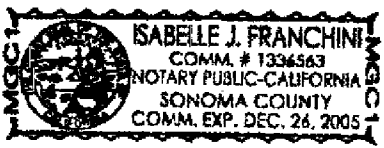
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN FRANCISCO } ss.

On 2/15/05, before me, ISABELLE J FRANCHINI
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared BANDAN BOVA
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Isabelle J. Franchini
Signature of Notary Public

Please Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

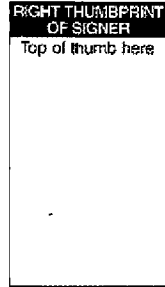
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE I

to

**PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
(PART A)****PATENTS****U. S. PATENTS OF BORROWER**

U.S. Patent No.	Issue Date	Expiration Date	Title
Des. 422,055	Mar. 28, 2000	Mar. 28, 2014	High Pressure Water Lance Handle
4,623,399	Sept. 18, 1986	Feb. 4, 2005	Solvent for Removing Iron Oxide Deposits
4,666,528	May 19, 1987	Nov. 27, 2005	Method of Removing Iron and Copper-Containing Scale from a Metal Surface
4,734,259	Mar. 29, 1988	Nov. 22, 2005	Mixtures of α,β -Unsaturated Aldehydes and Surface Active Agents Used as Corrosion Inhibitors in Aqueous Fluids
4,849,027	July 18, 1989	April 16, 2007	Method for Recycling Foamed Solvents
4,853,014	Aug. 1, 1989	July 27, 2007	Method and Apparatus for Cleaning Conduits
4,880,447	Nov. 14, 1989	Nov. 22, 2008	Method and Apparatus for Steam Flow Venting Incorporating Air Educting Means
4,897,205 now Re 35,815	July 30, 1989	July 5, 2008	Method for Treating Waste Material
4,921,546	May 1, 1990	July 27, 2007	Method and Apparatus for Cleaning Conduits
4,922,937	May 8, 1990	July 27, 2007	Method and Apparatus for Cleaning Conduits
5,009,714	Apr. 23, 1991	Aug. 25, 2009	Process for Removing Copper and Copper Oxide Deposits from Surfaces
5,015,298	May 14, 1991	May 14, 2008	Composition and Method for Removing Iron Containing Deposits from Equipment Constructed of Dissimilar Metals
5,018,355	May 28, 1991	Aug. 28, 2009	Method and Apparatus for Periodic Chemical Cleanings of Turbines
5,562,043	Oct. 8, 1996	Nov. 17, 2014	Rail and Carriage System with Magnetically Adhered Plastic Track
5,642,745	July 1, 1997	Apr. 19, 2016	Tank Cleaning System using Collapsible Robotic Tank Entry Vehicle
5,679,170	Oct. 21, 1997	Feb. 17, 2015	Methods for Removing Iron Oxide Scale from Interior Surfaces of Steel Vessels using Formic-Citric Acid Mixtures
5,740,821	Apr. 21, 1998	July 9, 2016	Tank Cleaning Using Remotely Controlled Manway Mounted Robotic System
5,776,257	July 7, 1998	July 9, 2016	Gas Tight Tank Cleaning Method

U.S. Patent No.	Issue Date	Expiration Date	Title
6,129,094	Oct. 10, 2000	July 11, 2017	Method of High Pressure Cleaning
6,311,704	Nov. 6, 2001	Mar. 3, 2020	Methods and Apparatus for Chemically Cleaning Turbines
6,378,163	Apr. 30, 2002	July 11, 2017	High Pressure Cleaning and Removal System
6,478,033	Nov. 12, 2002	May 26, 2020	Methods for Foam Cleaning Combustion Turbines
6,491,048	Dec. 10, 2002	May 26, 2020	Manifold for Use in Cleaning Combustion Turbines
6,503,334	Jan. 7, 2003	Mar. 14, 2021	Forced Mist Cleaning of Gas Turbines
6,521,028	Feb. 18, 2003	Nov. 4, 2016	Low Hazard Corrosion Inhibitors Using Quaternary Ammonium Salts

FOREIGN PATENTS

Canadian Patent No.	Issue Date	Expiration Date	Title
1,253,847	May 9, 1989	May 9, 2006	Tube Cleaning Apparatus
1,267,827	Apr. 17, 1990	Apr. 17, 2007	Solvent for Removing Iron Oxide Deposits
1,302,024	June 2, 1992	June 2, 2009	Method and Apparatus for Cleaning Conduits

PATENTS OF CLEANING

None

PATENTS OF INTERNATIONAL

None

(PART B)

**TRADEMARKS OF BORROWER
UNITED STATES TRADEMARK REGISTRATIONS**

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COMMON LAW TRADEMARKS

Mark	Goods/Services
AQUA HEAD	Non-toxic inhibitor
BIOBLAST	Surface cleaning

Mark	Goods/Services
CFE	Clear for entry
ChelCLEAN	Industrial cleaning solvent based on chelants
COMPOSTION 23	Copper solvent
CuSOL	Industrial cleaning solvent
DUAL-BIOLANCE	
EZE-CLEAR	Detergent/Surfactant
EZE-CLEAR CFE Plus	Special clear for entry service
EZE-SOLV	Microemulsion solvent
FERRI-BAN	Ferric reducing agents
GELBLOK	
GypSOL	Industrial cleaning solvents for gypsum
H EDUCT-O-JET	Nozzles for wet-sand blasting (expired U. S. Tm. Reg. No. 888,627)
HSSR	HydroChem sulfide scale remover
HyCLEAN	Industrial cleaning solvent based on organic acids
HydroFOAM	Process for foam cleaning turbines
HYDRO ROTO-MOLE	High pressure water-blasting cleaning units (expired U. S. Tm. Reg. No. 1,651,417)
HydroBREAK	Emulsion breaker
LIFESAVER	Line mole trap
MACOR	Industrial cleaning services (expired U.S. Tm. Reg. No. 1,223,679)
NEUKLEEN	Industrial cleaning services (expired U.S. Tm. Reg. No. 1,253,963)
POWERLANCE	Heat exchanger and tubing cleaning services (expired U. S. Tm. Reg. No. 1,1168,688)
PRECISE JET	
PrimeSOLV PV	Industrial cleaning solvent for PVC
ThermaSOLV PE	Industrial cleaning solvent for polyethylene
VERTAN	Chemical cleaning compound (expired U.S. Tm. Reg. No. 578,635)
VERTAN	Chemical cleaning compound (expired U.S. Tm. Reg. No. 771,608)
WATER LASER	Rotary water jet cleaning tools (expired U. S. Tm. Reg. No. 1,403,768)

TRADEMARKS OF CLEANING

None

TRADEMARKS OF INTERNATIONAL

None

(PART C)

COPYRIGHTS

None.