

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELDING SERVICES, INC.		01/31/2007	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROYAL BANK OF SCOTLAND PLC, as Collateral Agent
<b>Street Address:</b>	101 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10178
<b>Entity Type:</b>	Foreign Banking Corporation:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3167619	WSI
Registration Number:	3167618	WSI
Serial Number:	78608577	WELDING SERVICES INC.
Serial Number:	78608639	WSI
Serial Number:	78608582	WSI
Serial Number:	78608553	WELDING SERVICES INC.
Registration Number:	2076969	UNIFUSE
Registration Number:	2076968	UNIFUSE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	714-540-1235
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com
<b>Correspondent Name:</b>	Latham & Watkins LLP
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor

**OP \$215.00 3167619**

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038264-0081

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kristinazcona/

Date: 02/23/2007

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2007 is entered into by Aquilex Corp., a Delaware corporation (the "Grantor") and certain of its affiliates party hereto (collectively, the "Grantors") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of January 31, 2007 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's written approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

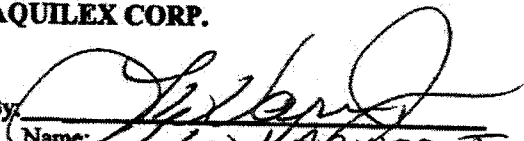
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.


**AQUILEX CORP.**

By:   
Name: Lew Varner Jr.  
Title: CEO

**WELDING SERVICES INC.**

By:   
Name: Jody W. Ferguson  
Title: VP & CFO

**WHEELABRATOR GROUP, INC.**

By:   
Name: Jody W. Ferguson  
Title: VP & CFO

TRADEMARK SECURITY AGREEMENT

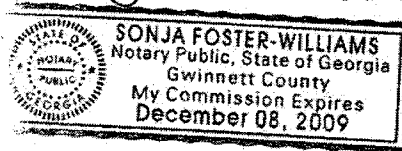
**ACKNOWLEDGMENT OF GRANTOR - AQUILEX CORP.**

STATE OF *Georgia,*  
COUNTY OF *Gwinnett,* ss.

On this 31st day of January, 2007 before me personally appeared Jay W. Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aquilex Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public  
{scal}  
My commission expires:

*Sonja Foster-Williams*



TRADEMARK SECURITY AGREEMENT

TRADEMARK  
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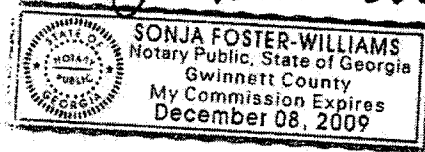
**ACKNOWLEDGMENT OF GRANTOR - WELDING SERVICES INC.**

STATE OF *Georgia*,  
COUNTY OF *Gwinnett* } ss.

On this 31st day of January, 2007 before me personally appeared Jay W. Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Welding Services Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public  
{seal}  
My commission expires:

*Sonja Foster-Williams*



TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003487 FRAME: 0291

ACKNOWLEDGMENT OF GRANTOR - WHEELABRATOR GROUP, INC.

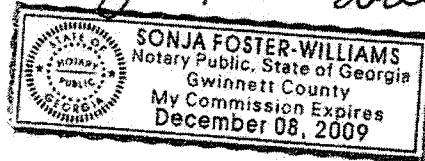
STATE OF *Georgia* ,  
COUNTY OF *Gwinnett* } ss.

On this 31st day of January, 2007 before me personally appeared Jay W. Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wheelabrator Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public  
{seal}

My commission expires:

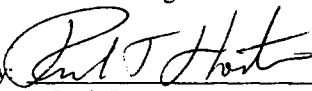
*Sonja Foster-Williams*



TRADEMARK SECURITY AGREEMENT



THE ROYAL BANK OF SCOTLAND PLC,  
as the Collateral Agent

By: 

Name: Paul Horton

Title: Managing Director

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Filed Date</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
Welding Services, Inc.	4/15/05	n/a	78608579	
Welding Services, Inc.	4/15/05	n/a	78608566	
Welding Services, Inc.	4/15/05	n/a	78608577	
Welding Services, Inc.	4/15/05	n/a	78608639	
Welding Services, Inc.	4/15/05	n/a	78608582	
Welding Services, Inc.	4/15/05	n/a	78608553	
Welding Services, Inc.	12/6/95	6/8/97	75030394	2076969
Welding Services, Inc.	12/6/95	6/8/97	75030393	2076968
Welding Services, Inc.	4/14/05	n/a	78608553	
Wheelabrator Group, Inc.	5/21/97	8/17/99	75295837	2270164
Wheelabrator Group, Inc.	2/29/96	7/29/97	75065104	2083304
Wheelabrator Group, Inc.	3/12/01	6/17/03	76223264	2726419
Wheelabrator Group, Inc.	5/21/97	9/5/00	75295836	2382060
Wheelabrator Group, Inc.	6/4/99	4/9/02	75722015	2557676
Wheelabrator Group, Inc.	4/16/98	11/23/99	75468854	2294134
Wheelabrator Group, Inc.	11/30/99	11/26/02	75861523	2653113
Wheelabrator Group, Inc.	6/27/57	1/28/58	72032794	0657738
Wheelabrator Group, Inc.	5/21/97	12/12/00	75295835	2411644
Wheelabrator Group, Inc.	6/4/99	2/25/03	75722342	2691286
Wheelabrator Group, Inc.	9/8/99	9/11/03	75795647	2782172
Wheelabrator Group, Inc.	9/8/99	5/21/02	75795648	2571907
Wheelabrator Group, Inc.	5/21/97	9/30/03	75295832	2769383
Wheelabrator Group, Inc.	6/14/82	4/10/84	73369523	1273327
Wheelabrator Group, Inc.	6/4/99	8/28/01	75722341	2481373
Wheelabrator Group, Inc.	5/21/97	8/17/99	75295838	2270165
Wheelabrator Group, Inc.	9/899	6/11/02	75795646	2579410
Wheelabrator Group, Inc.	6/27/85	1/28/86	73545240	1380127
Wheelabrator Group, Inc.	6/2/44	11/14/44	71470843	0410216
Wheelabrator Group, Inc.	8/7/06	n/a	76664267	

<u>Grantor</u>	<u>Filed Date</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
Wheelabrator Group, Inc	2/20/04	n/a	78371398	
Wheelabrator Group, Inc	7/16/03	n/a	78274806	
Wheelabrator Group, Inc	11/22/04	n/a	78520958	
Wheelabrator Group, Inc	6/4/02	n/a	76416888	
Aquilex Corp.	10/15/02	7/11/2006	76459411	3114580