

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the address of the receiving party previously recorded on Reel 003908 Frame 486. Assignor(s) hereby confirms the address of the receiving party is 3344 Peachtree Road NE, Suite 2100, Atlanta, Georgia 30326.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND PLC		12/15/2008	COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	AQUILEX CORP.
<b>Street Address:</b>	3344 PEACHTREE ROAD NE, SUITE 2100
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3114580	AQUILEX

**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: SHARON HERMAN  
 Address Line 1: 599 LEXINGTON AVENUE  
 Address Line 2: SHEARMAN & STERLING LLP  
 Address Line 4: NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	35614/86
<b>NAME OF SUBMITTER:</b>	SHARON HERMAN

Signature:

/SHARON HERMAN/

Date:

12/29/2008

**Total Attachments: 17**

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United States Patent and Trademark Office

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**Electronic Trademark Assignment System****Confirmation Receipt**

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE ROYAL BANK OF SCOTLAND PLC		12/15/2008	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AQUILEX CORP.		
<b>Street Address:</b>	3344 Peachtree Road NE, Suite 2100		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114580	AQUILEX	

**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:** SHARON HERMAN  
**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

**NAME OF SUBMITTER:**

SHARON HERMAN

**Signature:**

/SHARON HERMAN/

**Date:**

12/23/2008

**Total Attachments: 15**

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**RECEIPT INFORMATION**

**ETAS ID:** TM132243  
**Receipt Date:** 12/23/2008  
**Fee Amount:** \$40

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**TRADEMARK SECURITY RELEASE AGREEMENT**

This TRADEMARK SECURITY RELEASE AGREEMENT (this "Release Agreement"), dated as of December 15, 2008 is entered into by Aquilex Corp., a Delaware corporation (the "Released Party") and certain of its affiliates (collectively, the "Released Parties") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Collateral Agent").

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

WHEREAS, pursuant to the Security Agreement, Released Parties granted a security interest to the Collateral Agent in certain Trademarks set forth in the Trademark Security Agreement dated January 31, 2007, including the Trademarks listed on Schedule A thereto. (The "Trademark Security Agreement". The Trademark Security Agreement is recorded at the United States Patent and Trademark Office on February 23, 2007, at Reel: 003487 Frame: 0307. A copy of the Trademark Security Agreement is attached hereto and incorporated herein by reference.)

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Released Parties and the Collateral Agent hereby agree as follows:

(i) Release of Security Interest

(a) The Collateral Agent hereby releases, without warranty, representation or recourse whatsoever, to the Released Parties the security interest granted by the Released Parties in the Trademark Security Agreement

(ii) 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.**

(iii) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Released Parties and their respective successors and assigns.

(iv) 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.

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IN WITNESS THEREOF, the Released Parties and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

AQUILEX CORP.

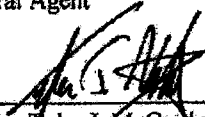
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
*Ray W. Ferguson*  
*CFP*

**THE ROYAL BANK OF SCOTLAND PLC,**  
as the Collateral Agent

By:   
Name: Tyler J. McCarthy  
Title: Director

Signature page to Welding Services Inc. Release Agreement – Trademark Security Agreement

**TRADEMARK**  
**REEL: 003910 FRAME: 0375**



**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
AQUILEX CORP.		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:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3114580	AQUILEX	
<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		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038264-0081		
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona		
<b>Signature:</b>	/kristinazcona/		
<b>Date:</b>	02/23/2007		

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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

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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.

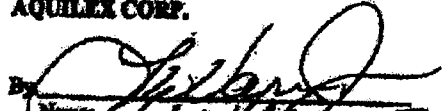
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REEL: 003910 FRAME: 0379

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: E. W. Wexler Jr.  
Title: CEO

WELDING SERVICES INC.

By:   
Name: J. W. Benson  
Title: VP & CFO

WHEELABRATOR GROUP, INC.

By:   
Name: J. W. Benson  
Title: VP & CFO

TRADEMARK SECURITY AGREEMENT

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**ACKNOWLEDGMENT OF GRANTOR - AQUILUX CORP.**

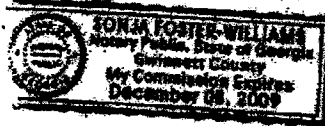
STATE OF *Georgia,*  
COUNTY OF *Gwinnett,* ss.

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 Aquilux 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:

*Suzie Foster-Williams*



TRADEMARK SECURITY AGREEMENT

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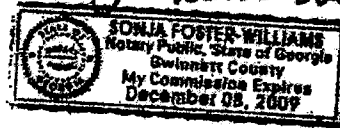
**ACKNOWLEDGMENT OF GRANTOR - WELDING SERVICES INC.**

STATE OF *Georgia*,  
COUNTY OF *Barrow* 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:

*Sonia Foster-Williams*



TRADEMARK SECURITY AGREEMENT

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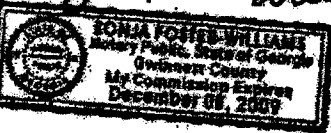
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**ACKNOWLEDGMENT OF GRANTEE - WHEELABRATOR GROUP, INC.**

STATE OF *Georgia* ,  
COUNTY OF *DeKalb* )

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:

*Soyja Foster Williams*  


TRADEMARK SECURITY AGREEMENT

TRADEMARK  
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THE ROYAL BANK OF SCOTLAND PLC,  
as the Collateral Agent

By   
Name: Paul Horton  
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
REEL: 003910 FRAME: 0384

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.	9/8/99	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	76664287	

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<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

**RECORDED: 02/23/2007**

**TRADEMARK  
REEL: 003487 FRAME: 0317**

**RECORDED: 12/29/2008**

**TRADEMARK  
REEL: 003910 FRAME: 0386**