

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aqua-Chem, Inc.	FORMERLY Water Tech Acquisition, Inc.	12/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD #10908F
Internal Address:	Attn: Structured Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4125817	AQUA CHEM
Registration Number:	1632268	MATRIX
Registration Number:	1630751	PLATINUM
Registration Number:	2009240	PUREPRO
Registration Number:	1631494	SILVER

CORRESPONDENCE DATA

Fax Number: 2025339099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8856

Email: jspiantanida@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 2255-IPLAW@VORYS

CH \$140.00 4125817

Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-934/1707/AQUA-CHEM
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s. donnell/
Date:	01/04/2013

Total Attachments: 5

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**AMENDMENT NO. 1
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 7, 2012 (the "Effective Date"), by and between **AQUA-CHEM, INC.**, a Delaware corporation (f/k/a Water Tech Acquisition, Inc.), whose principal place of business and mailing address is 3001 E. Governor John Sevier Highway, Knoxville, Tennessee 37914 ("Borrower"), and **FIFTH THIRD BANK**, an Ohio banking corporation, whose principal place of business and mailing address is 38 Fountain Square Plaza, MD #10908F, Cincinnati, Ohio 45263 ("Lender"), and is as follows:

Preliminary Statements

A. Borrower and Lender are parties to that certain Credit Agreement dated as of February 15, 2006, as amended by Amendment No. 1 to Credit Agreement dated as of August 23, 2007, as amended by Amendment No. 2 to Credit Agreement dated as of February 27, 2008, as amended by Consent and Amendment No. 3 to Credit Agreement dated on or around September 19, 2008, as amended by Consent and Amendment No. 4 to Credit Agreement dated as of July 1, 2010, as amended by Amendment No. 5 to Credit Agreement dated as of February 1, 2011, as amended by Amendment No. 6 to Credit Agreement dated as of March, 2011, as amended by Amendment No. 7 to Credit Agreement dated as of February, 2012, and as amended by Consent and Amendment No. 8 to Credit Agreement dated as of even date herewith ("Amendment No. 8") (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Borrower has executed and delivered to Lender the Trademark Collateral Security Agreement dated as of February 15, 2006 (the "Trademark Collateral Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Collateral Security Agreement.

C. It is a condition precedent to the effectiveness of Amendment No. 8 and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Borrower to Lender.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in Amendment No. 8, the other Loan Documents and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. **Amendments to Trademark Collateral Security Agreement.** Schedule A to the Trademark Collateral Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule A, to be attached at the end of the existing Schedule A to the Trademark Collateral Security Agreement. Accordingly, Borrower hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule A attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the “Trademarks” and “Collateral” (each, as defined in the Trademark Collateral Security Agreement, collectively, the “Trademark Collateral”) for all purposes of the Loan Documents.

2. **Default.** Any default by Borrower in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Collateral Security Agreement.

3. **Continuing Effect of Trademark Collateral Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Collateral Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Borrower ratifies and reaffirms any and all grants of Liens to Lender on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule A attached hereto) as security for the Obligations, and Borrower acknowledges and confirms that the grants of the Liens to Lender on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Collateral Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Collateral Security Agreement will be deemed to be a reference to the Trademark Collateral Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Lender as of the Effective Date.

AQUA-CHEM, INC.

By: 
Thomas J. Gillcrist, Chief Financial Officer

FIFTH THIRD BANK

By: _____
Gregory Calhoun, Relationship Manager

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK
REEL: 004936 FRAME: 0073

IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Lender as of the Effective Date.

AQUA-CHEM, INC.

By: _____
Thomas J. Gillcrist, Chief Financial Officer

FIFTH THIRD BANK

By: Gregory S. Calhoun
Gregory Calhoun, Relationship Manager

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK
REEL: 004936 FRAME: 0074

SUPPLEMENT TO SCHEDULE A

TRADEMARKS

Mark	Country	Registration No.	Registration Date
AQUA-CHEM and Design	U.S.	4,125,817	4/10/2012
MATRIX and Design	U.S.	1,632,268	1/22/1991
PLATINUM	U.S.	1,630,751	1/8/1991
PUREPRO	U.S.	2,009,240	10/22/1996
SILVER	U.S.	1,631,494	1/15/1991