

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AQUA-CHEM, INC.		08/05/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1089496	AC-2	
Registration Number:	1094147	AC-8	
Registration Number:	4125817	AQUA CHEM	
Registration Number:	1307927	AQUA-CHEM	
Registration Number:	0766376	AQUA-CHEM	
Registration Number:	1632268	MATRIX	
Registration Number:	2009240	PUREPRO	
Registration Number:	1631494	SILVER	
Registration Number:	0822373	SPRAY-FILM	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-696		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$240.00 1089496

SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	08/05/2014
Total Attachments: 6 source=Trademark Security Agreement- AquaChem#page1.tif source=Trademark Security Agreement- AquaChem#page2.tif source=Trademark Security Agreement- AquaChem#page3.tif source=Trademark Security Agreement- AquaChem#page4.tif source=Trademark Security Agreement- AquaChem#page5.tif source=Trademark Security Agreement- AquaChem#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2014, is made by **AQUA-CHEM, INC.**, a Delaware corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 5, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **NEPTUNE INDUSTRY HOLDINGS, INC.**, a Delaware corporation (the “Initial Borrower”; the Initial Borrower, each other Person who joins in the execution of the Credit Agreement and agrees to be bound as a “Credit Party” or becomes a “Borrower” thereunder including, but not limited to, Aqua-Chem, Inc., a Delaware corporation (collectively, with the Initial Borrower, as applicable, the “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

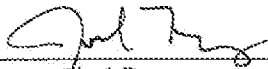
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AQUA-CHEM, INC., as Grantor

By: 
Name: Joel Fry
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Amy Krebs
Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
AC-2	United States of America	Registered	73132774	7/5/77	1089496	4/18/78
AC-8	United States of America	Registered	73132775	7/5/77	1094147	6/27/78
AQUA CHEM	Mexico	Registered	906859	1/14/08	1063784	9/30/08
AQUA CHEM & Design	European Union	Registered	008338808	6/3/09	008338808	10/20/10
AQUA CHEM	United States of America	Registered	77750206	6/2/09	4125817	4/10/12
AQUACHEM	United Kingdom	Registered	846205	3/8/63	846205	3/8/70
AQUA-CHEM	Australia	Registered	246814	3/16/71	246814	9/26/73
AQUA-CHEM	Canada	Registered	314703	7/13/68	TMA162810	5/16/69
AQUA-CHEM	China	Registered	9200190	9/26/79	154082	2/15/82
AQUA-CHEM	European Union	Registered	006643688	2/5/08	006643688	1/21/09
AQUA-CHEM	France	Registered	46470	6/27/68	1460949	6/27/68
AQUA-CHEM	Greece	Registered	39902	7/2/68	39902	12/31/68
AQUA-CHEM	Italy	Registered	TO2008C000602	6/27/68	1297198	6/27/68
AQUA-CHEM	Mexico	Registered	21517	7/10/68	144564	9/12/68
AQUA-CHEM	Norway	Registered	200801297	2/1/08	246571	6/25/08
AQUA-CHEM	Peru	Registered	291479	6/25/68	90318	12/21/06
AQUA-CHEM	Republic of Korea	Registered	569082	6/16/82	108169	12/19/84
AQUA-CHEM	South Africa	Registered	862684	4/25/86	862684	7/5/91
AQUA-CHEM	South Africa	Registered	682574	6/24/68	196802574	7/18/69
AQUA-CHEM	Spain	Registered	511036	8/8/66	511036	3/28/68
AQUA-CHEM	United Kingdom	Registered	962808	7/22/70	962808	8/29/74
AQUA-CHEM	United States of America	Registered	73463076	1/30/84	1307927	12/4/84

TRADEMARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
AQUA-CHEM	United States of America	Registered	72161761	1/31/63	0766376	3/10/64
MATRIX	Bahamas	Registered	34380	1/20/11	34380	7/18/13
MATRIX	Bahamas	Registered	34381	1/20/11	34381	7/18/13
MATRIX	Bahamas	Registered	34382	1/20/11	34382	7/18/13
MATRIX	Bahamas	Registered	34383	1/20/11	34383	7/18/13
MATRIX	European Union	Opposed	009459157	10/19/10		
MATRIX	Haiti	Registered	1082F	12/1/10	244Reg174	7/7/11
MATRIX	Haiti	Registered	1083F	12/1/10	245Reg174	7/7/11
MATRIX	Haiti	Registered	1084F	12/1/10	246Reg174	7/7/11
MATRIX	Haiti	Registered	1085F	12/1/10	247Reg174	7/7/11
MATRIX	Virgin Islands (British)	Registered	4062	12/10/10	5369	12/10/10
MATRIX	United States of America	Registered	74047294	4/9/90	1632268	1/22/91
PUREPRO	United States of America	Registered	74047323	4/9/90	2009240	10/22/96
SILVER	United States of America	Registered	74047325	4/9/90	1631494	1/15/91
SPRAY-FILM	China	Registered	9200188	9/26/79	154086	2/15/82
SPRAY-FILM	United States of America	Registered	72241730	3/24/66	0822373	1/17/67