

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSC Industrial Outsourcing, LP		10/11/2017	Limited Partnership: DELAWARE
HydroChem LLC		10/11/2017	Limited Liability Company: DELAWARE
PSC LDAR Services, LLC		10/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1883110	LIFE GUARD	
Registration Number:	2320352	PSC	
Registration Number:	3329226	PSC	
Registration Number:	3551918	TOUGH ON TANKS. CLEANER, FASTER, SAFER.	
Registration Number:	4224179	PSC	
Registration Number:	4321637	LIVEGREENNOW	
Registration Number:	4165292	PROVIDING TOMORROW'S SOLUTIONS TODAY	
Registration Number:	4185308	PSC RHINO	
Registration Number:	3469449	PSC ROBOJET	
Registration Number:	3548243	ROBOJET	
Registration Number:	4138415	AQUILEX	
Registration Number:	1522916	CAVIFLOW	
Registration Number:	2119023	HYDROCHEM	
Registration Number:	4602677	HYDROCHEM	
Registration Number:	2067032		

OP \$565.00 1883110

Property Type	Number	Word Mark
Registration Number:	1540872	SILENTSTEAM
Registration Number:	3696715	STARS
Registration Number:	4190954	TEACH AND CLEAN
Registration Number:	3897727	TECHNOLOGY. SAFETY. RESULTS.
Registration Number:	4080978	ZE-VAC
Registration Number:	4635146	SEALTECH
Registration Number:	4222670	GUARDIAN COMPLIANCE

CORRESPONDENCE DATA

Fax Number: 8009144240
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.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation System
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	10/12/2017

Total Attachments: 15
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 11, 2017, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PSC INDUSTRIAL HOLDINGS CORP., a Delaware corporation (“Lead Borrower”), LJ ENERGY SERVICES INTERMEDIATE HOLDING CORP., a Delaware corporation, PSC INDUSTRIAL, INC., a Delaware corporation, PSC INDUSTRIAL OUTSOURCING, LP, a Delaware limited partnership and the Subsidiaries of Lead Borrower party thereto have entered into that certain ABL Credit Agreement dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with GOLDMAN SACHS BANK USA, as Administrative Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of October 11, 2017 made by the Loan Parties to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and trademark applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) the copyright registrations, copyright applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

Section 1.02. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor’s Guaranty.

Section 1.03. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

Section 1.04. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 1.05. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 1.06. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


Section 1.07. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Administrative Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Administrative Agent with respect to any Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Intercreditor Agreement”), among Administrative Agent, Goldman Sachs Bank USA, as First Lien Collateral Agent, Goldman Sachs Bank USA, as Second Lien Collateral Agent, each

Additional Junior Obligations Agent (as defined in the ABL Intercreditor Agreement) and each Additional Pari Passu Obligations Agent (as defined in the ABL Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[signature page follows]

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

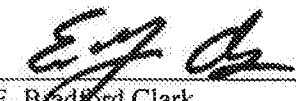
PSC INDUSTRIAL OUTSOURCING, LP, as a Grantor

By: 
Name: E. Bradford Clark
Title: Chief Executive Officer and President

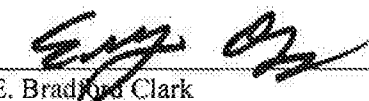
HYDROCHEM LLC, as a Grantor

By: 
Name: E. Bradford Clark
Title: President and Secretary

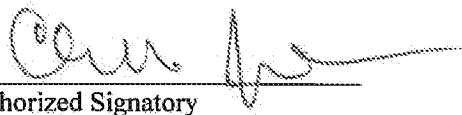
AQUILEX LLC, as a Grantor

By: 
Name: E. Bradford Clark
Title: President and Secretary

PSC LDAR Services, LLC, as a Grantor

By: 
Name: E. Bradford Clark
Title: President and Secretary

GOLDMAN SACHS BANK USA, as Administrative
Agent

By 
Authorized Signatory

Charles D. Johnston
Authorized Signatory

[Signature Page to ABL Intellectual Property Security Agreement]

TRADEMARK
REEL: 006181 FRAME: 0337

Schedule A

United States Patents

United States Patents

Registered Owner	Patent	Patent No.	Issue Date	Status
PSC Industrial Outsourcing, LP	Truck grounding system	6,127,934	10/3/2000	Active
PSC Industrial Outsourcing, LP	System and process for in tank treatment of crude oil sludges to recover hydrocarbons and aid in materials separation	6,069,002	5/30/2000	Active
PSC Industrial Outsourcing, LP	Method for removing hazardous gases from enclosed structures.	5,634,962	6/3/1997	Expired but within damages recovery period under 35 U.S.C. 286
PSC Industrial Outsourcing, LP	Process for recovering metals from iron oxide bearing masses.	5,728,193	3/17/1998	Expired but within damages recovery period under 35 U.S.C. 286
PSC Industrial Outsourcing, LP	Process for vessel decontamination	5,356,482	10/18/1994	Expired but within damages recovery period under 35 U.S.C. 286
PSC Industrial Outsourcing, LP	Decontamination of hydrocarbon process equipment	5,389,156	2/14/1995	Expired but within damages recovery period under 35

Registered Owner	Patent	Patent No.	Issue Date	Status
				U.S.C. 286
PSC Industrial Outsourcing, LP	Method for quick turnaround of hydrocarbon processing units	5,425,814	6/20/1995	Expired but within damages recovery period under 35 U.S.C. 286
PSC Industrial Outsourcing, LP	Apparatus for dispersion of sludge in a crude oil storage tank	5,460,331	10/24/1995	Expired but within damages recovery period under 35 U.S.C. 286
PSC Industrial Outsourcing, LP	System and Process for in tank treatment of crude oil sludges to recover hydrocarbons and aid in materials separation	6,033,901	3/7/2000	Active
PSC Industrial Outsourcing, LP	System and Method for Electronic Time Reconciliation	8,977,563	3/10/2015	Active
HydroChem LLC	Methods and apparatus for chemically cleaning turbines	6,311,704	11/6/2001	Active
HydroChem LLC	Methods for foam cleaning combustion turbines	6,478,033	11/12/2002	Active
HydroChem LLC	Automated heat exchanger tube cleaning assembly and system	8,057,607	11/15/2011	Active
HydroChem LLC	Automated heat exchanger tube cleaning assembly and system	8,524,011	09/03/2013	Active
HydroChem LLC	Automated heat exchanger tube cleaning assembly and system	8,308,869	11/13/2012	Active
HydroChem LLC	Driving Apparatus for One or More Cleaning Lances	9,074,830	07/07/2015	Active
HydroChem LLC	Bladder and Engagement Device For Storage Tank	9,216,885	12/22/2015	Active
HydroChem LLC	Multi-Layered Bladder and Carbon Scrubber for Storage	8,919,391	12/30/2014	Active

Schedule A

TRADEMARK
REEL: 006181 FRAME: 0339

Registered Owner	Patent	Patent No.	Issue Date	Status
	Tank			
HydroChem LLC	Mounted Bladder for Storage Tank	8,763,855	07/01/2014	Active
HydroChem LLC	Semi-Automated Heat Exchanger Tube Cleaning Assembly and Method	9,605,915	03/28/2017	Active
HydroChem LLC	Storage apparatus for cleaning lance	9,359,168	06/07/2016	Active

United States Patent Applications

Registered Owner	Patent	App. No.	Pub. Date	Pub. No.
PSC Industrial Outsourcing, LP	System and method of job safety analysis	13/402,343	7/11/2013	2013179359
PSC Industrial Outsourcing, LP	System and method for electronic time reconciliation	14/608,934	5/21/2015	20150142625

Schedule B

United States Trademarks

United States Trademarks

Registered Owner	Mark	Reg. No.	Issue Date	Status
PSC Industrial Outsourcing, LP	LIFE GUARD	1883110	3/7/1995	Active
PSC Industrial Outsourcing, LP	PSC	2320352	2/22/2000	Active
PSC Industrial Outsourcing, LP	PSC and Design	3329226	11/6/2007	Active
PSC Industrial Outsourcing, LP	TOUGH ON TANKS, CLEANER, FASTER, SAFER	3551918	12/23/2008	Active
PSC Industrial Outsourcing, LP	PSC and Design	4224179	10/16/2012	Active
PSC Industrial Outsourcing, LP	LIVEGREENNOW	4321637	4/16/2013	Active
PSC Industrial Outsourcing, LP	PROVIDING TOMORROW'S SOLUTION TODAY	4165292	6/26/2012	Active
PSC Industrial Outsourcing, LP	PSC RHINO and Design	4185308	8/7/2012	Active
PSC Industrial Outsourcing, LP	PSC ROBOJET and Design	3469449	7/15/2008	Active
PSC Industrial Outsourcing, LP	ROBOJET	3548243	12/16/2008	Active
Aquilex LLC	AQUILEX	4,138,415	5/8/2012	Active
HydroChem LLC	CAVIFLOW	1,522,916	1/31/1989	Active
HydroChem LLC	HYDROCHEM	2,119,023	12/9/1997	Active
HydroChem LLC	HYDROCHEM and design	4,602,677	09/09/2014	Active
HydroChem LLC	PUMP design	2,067,032	6/3/1997	Active
HydroChem LLC	SILENTSTEAM	1,540,872	5/23/1989	Active
HydroChem LLC	STARS	3,696,715	10/13/2009	Active

Registered Owner	Mark	Reg. No.	Issue Date	Status
HydroChem LLC	TEACH AND CLEAN	4,190,954	8/14/2012	Active
HydroChem LLC	TECHNOLOGY. SAFETY. RESULTS.	3,897,727	12/28/2010	Active
HydroChem LLC	ZE-VAC	4,080,978	01/03/2012	Active
PSC LDAR Services, LLC	SEALTECH	4,635,146	11/11/2014	Active
PSC LDAR Services, LLC	GUARDIAN COMPLIANCE	4,222,670	10/09/2012	Active

United States Trademark Applications

None.

Schedule C

United States Copyrights

United States Copyrights

Registered Owner	Title	Reg. No.	Issue Date	Status
PSC Industrial Outsourcing, LP as successor to APLC, Inc.	Hydroblasting Safety and Orientation	PAu002043992	10/30/1995	Active
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Tube Bundles Det Cord	VAu000486794	10/20/2000	Active
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Installing Det Cord	VAu000486795	10/20/2000	Active
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Det Cord Blasting	VAu000486796	10/20/2000	Active
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	Hot Stick Deslagging	VAu000486797	10/20/2000	Active
PSC Industrial Outsourcing, LP	Clean Tube Bundle	VAu000484712	11/24/2000	Active
PSC Industrial Outsourcing, LP	Dirty Tube Bundle	VAu000484713	11/24/2000	Active

PSC Industrial Outsourcing, LP	70 BBL Liquid Ring Vacuum Truck Maintenance for PSC Industrial Services	TXu002003109	2/10/2016	Active
PSC Industrial Outsourcing, LP	70 BBL Liquid Vacuum Truck Operations for PSC Industrial Services	TXu002003122	2/10/2016	Active
PSC Industrial Outsourcing, LP	70 BBL liquid vacuum truck preventive maintenance for PSC Industrial	TXu002003118	2/10/2016	Active
PSC Industrial Outsourcing, LP	End Dump Truck Operations Manual for PSC Industrial Services.	TXu002003121	2/10/2016	Active
PSC Industrial Outsourcing, LP	PSC 10k and 20k hydroblasting equipment maintenance for PSC Industrial Services	TXu002003120	2/10/2016	Active
PSC Industrial Outsourcing, LP	PSC 10k and 20k hydroblasting operations for PSC Industrial Services	TXu002003114	2/10/2016	Active

PSC Industrial Outsourcing, LP	PSC 10K and 20K Hydroblasting Pump Preventative Maintenance	TXu002003112	2/10/2016	Active
PSC Industrial Outsourcing, LP	Vacuum Truck Scrubber (VTS) Set Up and Operations Manual for PSC Industrial Services.	TXu002003115	2/10/2016	Active
PSC Industrial Outsourcing, LP	Vapor Combustor Unit Maintenance and Operations Manual for PSC Industrial Services.	TXu002003108	2/10/2016	Active
Hydrochem, LLC	HydroChem STARS software	TXU001650997	09/24/2009	Active

United States Copyright Applications

None.

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PSC Industrial Outsourcing, LP

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 11, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Bank USA

Street Address: 200 West Street, 16th Floor

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule B

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

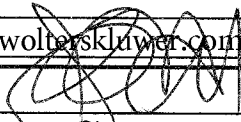
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Joanne B. Arnold

Name of Person Signing

October 11, 2017

Date

Total number of pages including cover sheet, attachments, and document:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional names of conveying parties:

HydroChem LLC, a Delaware limited liability company
PSC LDAR Services, LLC, a Delaware limited liability company