

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537441

<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>
Neptune Industry Holdings, Inc.		08/19/2019	Corporation: DELAWARE
WTD Investments, Inc.		08/19/2019	Corporation: DELAWARE
Aqua-Chem, Inc.		08/19/2019	Corporation: DELAWARE
Specific Equipment Company		08/19/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4125817	AQUA CHEM	
<b>Registration Number:</b>	1631494	SILVER	
<b>Registration Number:</b>	1632268	MATRIX	
<b>Registration Number:</b>	1094147	AC-8	
<b>Registration Number:</b>	1089496	AC-2	
<b>Registration Number:</b>	1307927	AQUA-CHEM	
<b>Registration Number:</b>	0822373	SPRAY-FILM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com, hunter.hullett@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		

OP \$190.00 4125817

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	08/20/2019
<b>Total Attachments: 5</b> source=Aqua-Chem Trademark Security Agreement_69826515_1#page1.tif source=Aqua-Chem Trademark Security Agreement_69826515_1#page2.tif source=Aqua-Chem Trademark Security Agreement_69826515_1#page3.tif source=Aqua-Chem Trademark Security Agreement_69826515_1#page4.tif source=Aqua-Chem Trademark Security Agreement_69826515_1#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2019, is made by Aqua-Chem, Inc., a Delaware corporation ("Borrower"), Neptune Industry Holdings, Inc., a Delaware corporation ("Holdings"), WTD Investments, Inc., a Delaware corporation ("WTD Investments"), Specific Equipment Company, a Texas corporation ("SEC", and together with Borrower, Holdings and WTD Investments, each, individually, a "Grantor" and collectively, the "Grantors"), in favor of Ally Bank ("Ally Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, 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 19, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, Borrower, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Ally Bank, as Agent, 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); 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, the Agent and the other Secured Parties 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, 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;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

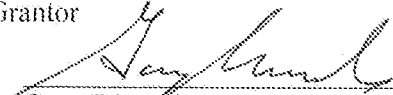
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Remainder of page intentionally left blank; signature pages follow.]*

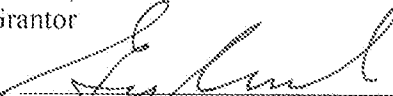
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

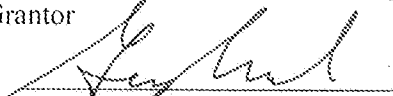
**NEPTUNE INDUSTRY HOLDINGS, INC.**, a Delaware corporation, as a Grantor

By:   
Name: Gary Edwards  
Title: President

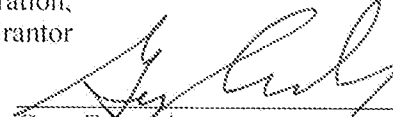
**WTD INVESTMENTS, INC.**, a Delaware corporation, as a Grantor

By:   
Name: Gary Edwards  
Title: President

**AQUA-CHEM, INC.**, a Delaware corporation, as a Grantor

By:   
Name: Gary Edwards  
Title: President

**SPECIFIC EQUIPMENT COMPANY**, a Texas corporation, as a Grantor

By:   
Name: Gary Edwards  
Title: President

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**ALLY BANK**,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature Page]  
Trademark Security Agreement

#69563483

**TRADEMARK**  
**REEL: 006724 FRAME: 0985**

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,

**NEPTUNE INDUSTRY HOLDINGS, INC.**, a  
Delaware corporation,  
as a Grantor

By: \_\_\_\_\_  
Name: Gary Edwards  
Title: President

**WTD INVESTMENTS, INC.**, a Delaware  
corporation,  
as a Grantor

By: \_\_\_\_\_  
Name: Gary Edwards  
Title: President

**AQUA-CHEM, INC.**, a Delaware corporation,  
as a Grantor

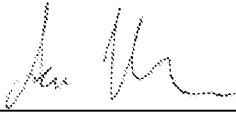
By: \_\_\_\_\_  
Name: Gary Edwards  
Title: President

**SPECIFIC EQUIPMENT COMPANY**, a Texas  
corporation,  
as a Grantor

By: \_\_\_\_\_  
Name: Gary Edwards  
Title: President

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**ALLY BANK**,  
as Agent

By:  \_\_\_\_\_  
Name: Ian Walsh  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
Aqua-Chem, Inc.	77750206	4125817	AQUA CHEM	June 2, 2009	April 10, 2012
Aqua-Chem, Inc.	74047325	1631494	SILVER	April 9, 1990	January 15, 1991
Aqua-Chem, Inc.	74047294	1632268	MATRIX	April 9, 1990	January 22, 1991
Aqua-Chem, Inc.	73132775	1094147	AC-8	July 5, 1977	June 27, 1978
Aqua-Chem, Inc.	73132774	1089496	AC-2	July 5, 1977	April 18, 1978
Aqua-Chem, Inc.	73463076	1307927	AQUA-CHEM	January 30, 1984	December 4, 1984
Aqua-Chem, Inc.	72241730	0822373	SPRAY-FILM	March 24, 1966	January 17, 1967

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.