

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AQUION, INC.	FORMERLY AWTP, LLC	04/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3795277	PLUMBER'S DIRECT
Registration Number:	3830628	PLUMBER'S DIRECT
Registration Number:	3938533	CENTURION
Serial Number:	77773570	LAKESHORE
Serial Number:	77773602	PALADIN
Serial Number:	85101349	AIRMASTER DFS
Serial Number:	85101388	AIRMASTER ULTRA

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-9478
 Email: dcassinelli@proskauer.com
 Correspondent Name: Diane Cassinelli
 Address Line 1: Proskauer Rose LLP

900190056

**TRADEMARK
 REEL: 004527 FRAME: 0329**

CH \$190.00 3795277

Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11668-062
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	04/22/2011

Total Attachments: 5
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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of April 18, 2011 is entered into between AQUION, INC., a Delaware corporation (f/k/a AWTP, LLC, a Delaware limited liability company) ("Grantor"), and ARES CAPITAL CORPORATION, a Maryland corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of December 23, 2005 (as amended, modified or supplemented from time to time, the "Existing Trademark Agreement") which was filed with the United States Patent and Trademark Office on January 3, 2006, at Reel 003220, Frame 0852. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Agreement to reflect the addition of the Trademarks listed on the attached Exhibit A.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Agreement is hereby amended by adding the Trademarks listed on the attached Exhibit A.

2. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreement or any other Loan Document.

3. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AQUION INC.

By: 

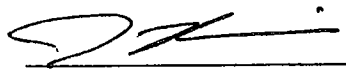
Name: Calvin T. Stuart

Title: Chief Operating Officer

[Signature Page to Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 004527 FRAME: 0333


ARES CAPITAL CORPORATION

By: 
Name: _____
Title: **JOSHUA M. BLOOMSTEIN**
AUTHORIZED SIGNATORY

[Signature Page to Amendment to Trademark Security Agreement]

EXHIBIT A
to
Amendment to Trademark Security Agreement

1. REGISTERED TRADEMARKS

TITLE	REGISTRATION No.	DATE ISSUED
PLUMBER'S DIRECT	3,795,277	May 25, 2010
PLUMBER'S DIRECT and Design 	3,830,628	August 10, 2010

2. TRADEMARK APPLICATIONS

TITLE	REGISTRATION No.	DATE ISSUED
CENTURION	77/773,549	July 2, 2009
LAKESHORE	77/773,570	July 2, 2009
PALADIN	77/773,602	July 2, 2009
AIRMASTER DFS	85/101,349	August 5, 2010
AIRMASTER ULTRA	85/101,388	August 5, 2010