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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-18-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0661-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0661-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002024 FRAME: 0420

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="754999029"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$


Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
 Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Phillip E. Sloan  January 17, 2000
 Name of Person Signing Signature Date Signed

INTELLECTUAL PROPERTY MORTGAGE AGREEMENT

INTELLECTUAL PROPERTY MORTGAGE AGREEMENT dated as of October 15, 1998 made by FURMANITE WORLDWIDE, INC., a Delaware corporation having an address at 2435 N. Central Expressway, Richardson, Texas 75080 (the "Company"), and BANK OF SCOTLAND as Agent, having an address at 565 Fifth Avenue, New York 10017, together with its successors and assigns (the "Agent"), in favor of the banks (the "Banks") party to the Loan Agreement referred to below;

W I T N E S S E T H:

WHEREAS, the Company (formerly Kaneb International, Inc.), Furmanite PLC (formerly Kaneb UK PLC) (the "Borrower"), the Banks and the Agent are parties to an Amended and Restated Loan Agreement dated as of May 3, 1991 (herein, as heretofore and hereafter from time to time amended, extended, restated, renewed or modified, the "Loan Agreement") pursuant to which the Banks have made loans to and issued letters of credit for the account of the Borrower and, subject to the terms and conditions set forth therein, may hereafter extend credit to the Borrower; and

WHEREAS, pursuant to various arrangements relating to the Loan Agreement, the Company is required to enter into this Mortgage Agreement;

WHEREAS, the Company is the owner of the patents and patent applications, registered trademarks, trademark applications and common law trademarks and trade names, together with the goodwill of the business associated with such trademarks and trade names, set forth on Schedules A through C annexed hereto and made a part hereof;

NOW THEREFORE, in order to secure the indebtedness evidenced by the Notes and the other Obligations (in each case as defined in the Loan Agreement), including interest thereon, and the performance of all obligations and agreements of the Company herein, in the Loan Agreement, and each other Loan Document (as defined in the Loan Agreement) to which the Company is a party and for other good and valuable consideration, the receipt and adequacy of which by the Company is hereby acknowledged, the Company hereby irrevocably grants, bargains, mortgages, pledges and sells, creates a security interest in, conveys, transfers, assigns, sets over and confirms, as and by a first mortgage and security interests unto the Agent on behalf of the Banks, with power of sale to the extent permitted by law, all of the Company's right, title and interest in and to all general intangibles of the Company, including but not limited to all patents, patent applications, registered trademarks, trademark applications, and common law trademarks and trade names presently

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existing or hereafter arising, together with the goodwill of the business associated with such trademarks and trade names which are now or hereafter may be used or useful in the conduct of its business, including without limitation the patents and patent applications, registered trademarks, trademark applications, common law trademarks and tradenames listed in Schedules A through C annexed hereto and made a part hereof (all such intangibles being collectively called the "General Intangibles");

TO HAVE AND TO HOLD the same unto the Agent on behalf of the Banks and its and their successors and assigns forever; provided, however, that these presents are upon the express condition that if the Borrower and the Company shall pay and discharge all sums due under, and perform all of their respective obligations under, the Loan Agreement, the Notes and the other Loan Documents to which they are party, this Mortgage Agreement and the estate and rights hereby granted shall cease, determine and be void, and the entire right, title and interest in the General Intangibles shall be reassigned, revert to and be vested in the Company; otherwise this Mortgage Agreement remains in full force and effect.

The Company agrees that, upon the occurrence of any Event of Default (as defined in the Loan Agreement), the Agent shall have the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York. For such purposes and in the event of the Company's default hereunder or the occurrence of an Event of Default, the Company hereby makes, constitutes and appoints the Agent as the Company's true and lawful attorney-in-fact, with the power to endorse the Company's name on all applications, documents, papers and instruments necessary for the Agent to use the General Intangibles or to grant or issue any exclusive or non-exclusive license under the patents, patent applications, registered trademarks, trademark applications or common law trademarks and trade names, together with the goodwill of the business associated with such trademarks and trade names, to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the General Intangibles to anyone else. The Company hereby ratifies all action that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Mortgage Agreement, the Loan Agreement and until all the Borrower's and the Company's liabilities and obligations to the Agent and the Banks are satisfied in full.

The Company hereby represents and warrants to the Agent and the Banks that Schedules A through C annexed hereto, together with (i) Schedule B to the Intellectual Property Mortgage Assignment dated May 3, 1991 and made by Furmanite America Inc. ("FAI"), to the Agent and (ii) Schedule C to the Intellectual Property Mortgage Assignment dated as of September 12, 1991 and made by Furmanite International Limited to the Agent, sets forth

a true and complete list of all patents, patent applications, registered trademarks, trademark applications, common law trademarks and trade names registered, applied for or used in the United States by Company or any direct or indirect subsidiary of the Company.


The Company further agrees (a) while a secured party mortgagee, the Agent shall have no obligation or responsibility to protect or defend the General Intangibles or the right of use thereof, and the Company shall at its expense protect, defend and maintain the same, and (b) if the Company fails to comply with the foregoing, the Agent may do so in the Company's name or in the Agent's name, but at the Company's expense, and the Company hereby agrees to reimburse the Agent in full for all expenses, including reasonable attorney's fees, incurred by the Agent in protecting, defending and maintaining the General Intangibles.

The Agent shall suffer the Company to repossess, control and manage the General Intangibles, including any and all rights granted by said patents, patent applications, registered trademarks, trademark applications and common law trademarks and trade names, together with the goodwill of the business associated with such trademarks and trade names, to have any pending registration applications issued in the Company's name and to receive and use the income, revenue, and profits arising from the General Intangibles in the same manner and with the same effect as if this Mortgage Agreement had not been made so long as no Event of Default has occurred under the Loan Agreement.

This Mortgage Agreement shall be binding upon the Company, its successors and assigns, and shall be binding upon and inure to the benefit of the Agent and its successors and assigns.

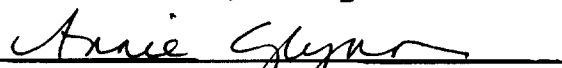
IN WITNESS WHEREOF, the Company has caused this Mortgage Agreement to be duly executed as of the date and year first above written.

FURMANITE WORLDWIDE, INC.

By 
Name: Howard C. Wadsworth
Title: Vice President

Consented to:

BANK OF SCOTLAND, as Agent

By 
Name: ANNIE GLYN
Title: SENIOR VICE PRESIDENT

SCHEDULE A

PATENTS

Patent Registration No.	4950000
Patent Registration No.	5183365
Patent Registration No.	4428223
Patent Registration No.	B1 4428223
Patent Registration No.	4265330

SCHEDULE B

PATENT APPLICATIONS

Patent Application No. 09-146,169

SCHEDULE C

TRADEMARKS

U.S. Trademark Application "Torque Tamer" Filed June 9, 1998,
75-499,029.