

10-31-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Furmanite Worldwide, Inc. 2435 N. Central Expressway Richardson, Texas 75080

2. Name and address of receiving party(ies) Name: Bank of Scotland, as Agent Internal Address: Street Address: 565 Fifth Avenue City: New York State: NY Zip: 10017

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: XX Assignment Merger Security Agreement Change of Name Other

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: 08-13-02

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1416446 73-507487 73-810532 73-810534

Additional number(s) attached Yes No

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

6. Total number of applications and registrations involved: 4

Name: F. John Istre, III Internal Address:

7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account

Cowles & Thompson, PC

Street Address: 901 Main Street, Suite 4000

8. Deposit account number:

City: Dallas State: Texas Zip: 75202

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Maricela Siewczynski Name of Person Signing

Signature

10/21/2002 Date

Total number of pages including cover sheet, attachments, and document: 9

10/30/2002 LMUELLER 00000080 73507487

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 DP 02 FC:8522 75.00 DP

TRADEMARK REEL: 002608 FRAME: 0070

INTELLECTUAL PROPERTY MORTGAGE AGREEMENT

INTELLECTUAL PROPERTY MORTGAGE AGREEMENT ("Mortgage Agreement") dated as of August 13, 2002 made by FURMANITE WORLDWIDE, INC., a Delaware corporation having an address at 2435 N. Central Expressway, Richardson, Texas 75080 (the "Company" or "FWI"), and BANK OF SCOTLAND, as Agent, having an address at 565 Fifth Avenue, New York 10017, together with its successors and assigns (the "Agent"), for the banking institutions (the "Banks") from time to time party to the Loan Agreement referred to below;

W I T N E S S E T H:

WHEREAS, the FURMANITE WORLDWIDE, INC. (formerly Kaneb International, Inc.), FURMANITE LIMITED (formerly 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 August 13, 2002 (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 the Schedule 10.10 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 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 the Schedules 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 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.

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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: JOSEPH FRATUS
Title: FIRST VICE PRESIDENT

SCHEDULE 10.10

**INTELLECTUAL PROPERTY
PATENTS**

Registration, Application or Serial Number	Owner	Country	Description
GB90/01824	FWI	International	Hydraulic joint testing
P922150	FWI	Norway	Hydraulic joint testing
GB90/01412	FWI	International	Linear boring machine
P3871912.6	FWI	Germany	Flanged pipeline connections
P3678433.8	FWI	Germany	Leak sealing
172762	FWI	Norway	Valve housing
0243549	FWI	Belgium	Leak sealing
0243549	FWI	France	Leak sealing
0243549	FWI	Netherlands	Leak sealing
0243549	FWI	U.K.	Leak sealing
0317234	FWI	France	Flanged pipeline connections
0317234	FWI	Netherlands	Flanged pipeline connections
1308043	FWI	Canada	Leak sealing
2062812	FWI	U.K.	Valve testing
2119058	FWI	U.K.	Sealing method + appts.
2119806	FWI	U.K.	Sealants
2138903	FWI	U.K.	Improvements in sealing pipe
2139737	FWI	U.K.	Valve testing system
2189857	FWI	U.K.	Leak sealing
2209007	FWI	U.K.	Positive feed drill
2209008	FWI	U.K.	Drill feed engagement
2209009	FWI	U.K.	Positive feed drill
2212578	FWI	U.K.	Flanged pipeline connections
2238593	FWI	U.K.	Mechanical stop
2238620	FWI	U.K.	Joint tester
2240834	FWI	U.K.	Valve apparatus
2262900	FWI	U.K.	Shaft machining
2544835	FWI	U.K.	Sealing pipe and flanged joints
4265330	FWI	U.S.A.	Silk machine
4950000	FWI	U.S.A.	Flanged pipeline connections
5183365	FWI	U.S.A.	Silk machine
9002608	FWI	Netherlands	Mechanical stop
9022044	FWI	Netherlands	Hydraulic joint testing
9100106	FWI	Netherlands	Valve cap assembly
99/19905	FWI	International	Torque Tamer (pending)
US 6,244,138 B1	FWI	U.S.A.	Torque Tamer

**INTELLECTUAL PROPERTY
TRADEMARKS**

**Registration,
Application or Serial
Number**

Owner

Country

Description

Registration, Application or Serial Number	Owner	Country	Description
027811	FWI	Algeria	"Furmanite" - Classes 1,6
039050	FWI	Algeria	"Furmanite" - Classes 1, 8
086871	FWI	Austria	"Furmanite" - Classes 1, 8, 17
4150	FWI	Bahrain	"Furmanite" - Class 17
304596	FWI	Benelux	"Furmanite" - Classes 1, 8
547168	FWI	Benelux	"Trevitest" - Classes 7, 9, 37, 42
76/3615	FWI	Bophuthatswana	"Furmanite" - Class 1
168436	FWI	Czech Rep	"Trevitest" - Class 9
168917	FWI	Czech Rep	"Furmanite" - Classes 1, 17
003314	FWI	Denmark	"Furmanite" - Classes 1, 17
2282/77	FWI	Denmark	"Furmanite" - Classes 1, 17
052481	FWI	Egypt	"Furmanite" - Class 1
000032326	FWI	Europe	"Trevitest"-Classes 7,9,37 and 42
000032334	FWI	Europe	"Silk" - Classes 7, 8, 37 and 42
000032342	FWI	Europe	"Furmanite"
000032359	FWI	Europe	"Furmatec"
003297	FWI	Finland	"Furmanite" - Class 1
74030	FWI	Finland	"Furmanite" - Class 1
1364813	FWI	France	"Furmanite" - Class 1
963727	FWI	France	"Furmanite" - Class 1
57762	FWI	Greece	"Furmanite" - Class 1
000534	FWI	Hong Kong	"Furmanite" - Class 1
1819/77	FWI	Hong Kong	"Furmanite" - Class 1
351981	FWI	India	"Furmanite" - Class 17
351982	FWI	India	"Furmanite" - Class 8
238226	FWI	Indonesia	"Furmanite" - Class 1
067863	FWI	Iran	"Furmanite" - Class 1
46354	FWI	Iran	"Furmanite" - Class 1
22673	FWI	Iraq	"Furmanite" (w/arabic equiv.) - Class 1-A
032823	FWI	Italy	"Furmanite" - Class 1
330949	FWI	Italy	"Furmanite" - Class 1
08-146815	FWI	Japan	"Trevitest"
09-000640	FWI	Japan	"Trevitest"
1430137	FWI	Japan	"Furmanite" - Class 1

Registration,
Application or Serial

Number	Owner	Country	Description
51058796	FWI	Japan	"Furmanite" – Classes 1, 5
234337	FWI	Korea	"Furmanite"
35236	FWI	Korea	"Furmanite"
8820	FWI	Kuwait	"Furmanite" – Class 1
009730	FWI	Kuwait	"Furmanite" – Class 1
033924	FWI	Lebanon	"Furmanite" – Classes 1, 8
073628	FWI	Malaysia	"Furmanite" – Class 1
86/02550	FWI	Malaysia	"Furmanite" – Class 1
001154	FWI	Namibia	"Furmanite" – Class 37
101699	FWI	Norway	"Furmanite" – Class 1
761855	FWI	Norway	"Furmanite" – Class 1
033699	FWI	Philippines	"Furmanite" – Classes 1, 8, 17
51755	FWI	Philippines	"Furmanite" – Classes 8, 17
228819	FWI	Portugal	"Trevitest" – Class 7
243297	FWI	Portugal	"Furmanite" – Class 1
2356	FWI	Qatar	"Furmanite" – Classes 1, 8
76/3615	FWI	S Africa	"Furmanite" – Class 1
76/5405	FWI	S Africa	"Furmanite"
76/5405	FWI	S Africa	"Furmanite" – Class 6
80/8234	FWI	S Africa	"Furmanite" – Class 37
234337	FWI	S Korea	"Furmanite" – Class 10
35236	FWI	S Korea	"Furmanite" – Class 105
80003063	FWI	S Korea	"Furmanite" – Classes 1, 5
92000860	FWI	S Korea	"Furmanite" – Classes 1, 2, 3, 4, 5, 16, 19
95004659	FWI	S Korea	"Furmanite" – Class 37
80/1154	FWI	S W Africa	"Furmanite" – Class 37
79/74	FWI	Saudi Arabia	"Furmanite" – Class 17
69851	FWI	Singapore	"Furmanite" – Class 1
168436	FWI	Slovak Rep	"Trevitest" – Class 9
168917	FWI	Slovak Rep	"Furmanite" – Classes 1, 17
1754357	FWI	Spain	"Furmanite" – Class 37
824819	FWI	Spain	"Furmanite" – Class 1
196198	FWI	Sweden	"Trevitest" – Classes 7, 9
847543	FWI	Sweden	"Trevitest" – Classes 7,9
289443	FWI	Switzerland	"Furmanite" – Classes 1, 8, 17
025716	FWI	Syrian Arab	"Furmanite" – Class 1
92711	FWI	Taiwan	"Furmanite" – Class 1
76/3615	FWI	Transkei	"Furmanite" – Class 1
76/5405	FWI	Transkei	"Furmanite" – Class 6

**Registration,
Application or Serial**

Number	Owner	Country	Description
056633	FWI	Turkey	"Furmanite" – Class 2, 11
96601	FWI	Turkey	"Furmanite" – Class 1
1227568	FWI	U.K.	"Trevitest"
2012711	FWI	U.K.	"Furmatec" – Classes 6, 7
2142212	FWI	U.K.	"Furmajet"
1416446	FWI	U.S.A.	"Trevitest" – Class 9
73 - 507487	FWI	U.S.A.	"Trevitest" – Class 9
76/3615	FWI	Venda	"Furmanite" – Class 1
76/5405	FWI	Venda	"Furmanite" – Class 6
1396/80	FWI	Zimbabwe	"Furmanite" – Class 37
1369125	FWI	U.K.	"Silk" and design – Class 7
73 - 810532	FWI	U.S.A.	"Silk" and design – Class 7
73 - 810534	FWI	U.S.A.	"Silk" and design – Class 7
400902	FWI	Canada	"Furmanite" – Classes 2,17,37
2090903	FAI	Argentina	"Furmanite" – Classes 17, 37
2090904	FAI	Argentina	"Furmanite" – Class 11
2090902	FAI	Argentina	"Trevitest" – Class 37
2090901	FAI	Argentina	"Trevitest" – Class 9
010102	FAI	DutchAntilles	"Furmanite" – Classes 1, 17
206762	FAI	Mexico	"Furmanite" – Classes 50, 59
96020267	FAI	Venezuela	"Furmanite" – Class 37
631344	FIL	U.K.	"Furmanite" – Class 17
631410	FIL	U.K.	"Furmanite" – Class 8
73 - 094953	FAI	U.S.A.	"Furmanite" – Class 37