

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the nature of the conveyance which was misidentified as an "assignment of entire interest" as previously recorded on Reel 002608 Frame 0061. Assignor(s) hereby confirms the Security interest. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Furmanite America, Inc | | 08/13/2002 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Scotland | | |
| Street Address: | 565 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | As Agent: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1080023 | FURMANITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)855-8200 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 214-855-8000 | | |
| Email: | candersen@fulbright.com | | |
| Correspondent Name: | Linda M. Merritt | | |
| Address Line 1: | 2200 Ross Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 58684-K002US-10710522 | | |
| NAME OF SUBMITTER: | Linda M. Merritt | | |
| Signature: | /linda m merritt/ | | |

OP \$40.00 1080023

Date:

12/13/2007

Total Attachments: 9

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10-31-2002

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

| | |
|--|---|
| <p>1. Name of conveying party(ies): Furmanite America, Inc. 2435 N. Central Expressway Richardson, TX 75080</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) Name: <u>Bank of Scotland, as Agent</u> Internal Address: _____</p> <p>Street Address: <u>565 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p> |
| <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>08-13-02</u></p> | <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>73-094953</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>F. John Istre, III</u> Internal Address: _____ _____ <u>Cowles & Thompson, PC</u> Street Address: <u>901 Main Street, Suite 4000</u> _____ City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202</u></p> | <p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p> |
| DO NOT USE THIS SPACE | |
| <p>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.</p> <p><u>Maricela Siewczynski</u> Name of Person Signing</p> <p style="text-align: right;"><u>M. Siewczynski</u> Signature</p> <p style="text-align: right;"><u>10/21/2002</u> Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p> | |

10/30/2002 LMUELLER 00000082 73094953
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Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002608 FRAME: 0061

TRADEMARK
 REEL: 003679 FRAME: 0009

INTELLECTUAL PROPERTY MORTGAGE AGREEMENT

INTELLECTUAL PROPERTY MORTGAGE AGREEMENT ("Mortgage Agreement") dated as of August 13, 2002 made by FURMANITE AMERICA, INC., a Delaware corporation having an address at 2435 N. Central Expressway, Richardson, Texas 75080 (the "Company" or "FAI"), 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;

WITNESSETH:

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

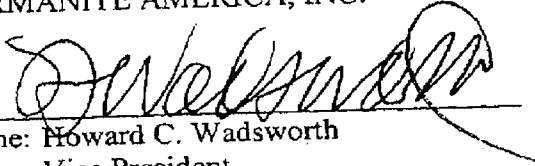
effect as if this Mortgage Agreement had not been made so long as no Event of Default has occurred under the Loan Agreement.

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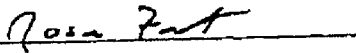
IN WITNESS WHEREOF, the Company has caused this Mortgage Agreement to be duly executed as of the date and year first above written.

FURMANITE AMERICA, 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 |

Schedule 10.10
Page 1 of 4

TRADEMARK
REEL: 002608 FRAME: 0066

TRADEMARK
REEL: 003679 FRAME: 0014

**INTELLECTUAL PROPERTY
TRADEMARKS**

| 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 |

Schedule 10.10
Page 2 of 4

TRADEMARK
REEL: 002608 FRAME: 0067

TRADEMARK
REEL: 003679 FRAME: 0015

| 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 |

Schedule 10.10
Page 4 of 4

RECORDED: 10/28/2002

TRADEMARK
REEL: 002608 FRAME: 0069

RECORDED: 12/13/2007

TRADEMARK
REEL: 003679 FRAME: 0017