#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Scotland		07/31/2009	Foreign Company:

#### **RECEIVING PARTY DATA**

Name:	Furmanite America Inc.	
Street Address:	2435 N. Central Expressway	
City:	Richardson	
State/Country:	TEXAS	
Postal Code:	75080	
Entity Type:	CORPORATION: VIRGINIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1080023	FURMANITE

#### **CORRESPONDENCE DATA**

Fax Number: (214)200-0783

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2146515000

Email: kristin.timmer@haynesboone.com

Correspondent Name: Kristin Timmer

Address Line 1: 2323 Victory Avenue

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 17997.1264

NAME OF SUBMITTER: Kristin Timmer

Signature: /kristin timmer/

Date: 08/05/2009

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### RELEASE OF INTELLECTUAL PROPERTY MORTGAGE ASSIGNMENT

This Release of Intellectual Property Mortgage Assignment (this "*Release*") is made and effective as of July 31, 2009, by Bank of Scotland, PLC, New York Branch (formerly Bank of Scotland), as agent, ("*Agent*") for the benefit of Furmanite America Inc ("*Company*").

#### **RECITALS**

WHEREAS, KANEB UK plc, ("Borrower"); Kaneb International, Inc.; the Banks (as defined in the Loan Agreement) and the Agent are parties to a Loan Agreement dated as of May 3, 1991 (as it may have existed before and, from time to time, amended, extended, restated, renewed or modified, the "Agreement"; capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement);

WHEREAS, pursuant to the Agreement, the Borrower and the Company were obligated to enter into certain Loan Agreements, including, but not limited to, that certain Intellectual Property Mortgage Assignment ("Mortgage Assignment") dated May 3, 1991, between the Company and the Agent for the Banks pursuant to which the Company in order to secure the indebtedness in the Agreement irrevocably granted, bargained, mortgaged, pledged, and sold, created a security interest in, conveyed, transferred, assigned, set over and confirmed, 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 were then or thereafter 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 attached Schedule A through D (all such intangibles being collectively called the "General Intangibles"); and

WHEREAS, all of the Obligations under the Agreement have been fully satisfied and, as a result, Agent desires to release all interests it and the Banks may have in the General Intangibles under the Loan Agreements;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Banks, hereby agrees as follows:

#### Release

Agent, for itself and on behalf of the Banks, hereby releases all interests it and the Banks may have in and to the General Intangibles under the Loan Agreements, including, but not limited to, confirming that that the Mortgage Assignment and estate rights thereby granted have ceased, determined and are void, and the entire right, title and interest in the General Intangibles have been reassigned, reverted to and vested in the Company.

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TRADEMARK REEL: 004038 FRAME: 0519 EXECUTED as of the date first written above.

BANK OF SCOTLAND, PLC, NEW YORK BRANCH (formerly Bank of Scotland), as Agent

Name: JULIA R. FRANKUM
ASSISTANT VICE PRESIDENT

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APPERE S TURE

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## FAI INTELLECTUAL PROPERTY MORTGAGE AGREEMENT SCHEDULE A

Patents issued to FAI:

None

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## FAI INTELLECTUAL PROPERTY MORTGAGE AGREEMENT SCHEDULE B

Patent Applications pending for FAI:

None

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## FAI INTELLECTUAL PROPERTY MORTGAGE AGREEMENT SCHEDULE C

Registered U.S. Trademarks issued to FAI:

U.S. Service Mark Registration #1,080,023 "FURMANITE" issued on December 20, 1977.

TRADE-MARI

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# FAI INTELLECTUAL PROPERTY MORTGAGE AGREEMENT SCHEDULE D

Common Law Trademarks and Trade Names owned by FAI:

None

RECORDED PATENT AND TRADEMARK OFFICE

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