TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cooperheat-MQS, Inc.		08/19/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Team Industrial Services, Inc.
Street Address:	200 Hermann Drive
City:	Alvin
State/Country:	TEXAS
Postal Code:	77512-0123
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2227740	COOPERHEAT

CORRESPONDENCE DATA

Fax Number: (614)222-3481
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-462-2219
Email: srector@szd.com
Correspondent Name: Susan D. Rector
Address Line 1: 250 West Street
Address Line 4: Columbus, OHIO 43215-2538

ATTORNEY DOCKET NUMBER:	001710-00002 2(13)
NAME OF SUBMITTER:	Susan D. Rector
Signature:	/Susan D. Rector/
Date:	08/26/2009

CH $40.00 2227740

Total Attachments: 33
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AFFIDAVIT

STATE OF TEXAS)
) ss.
COUNTY OF BRAZORIA)

Arthur F. Victorson, being first duly sworn upon oath, deposes and states as follows:

1. He is the Senior Vice President of Team Industrial Services, Inc. ("Team"), and he is authorized to submit this affidavit and declaration to update the chain of title of the federal service mark C COOPERHEAT & Design (the "Mark") and explain the purchase of certain assets by Team from the consolidated bankruptcy estates of International Industrial Services, Inc. and Cooperheat-MQS, Inc. (the "Debtors").

2. Team is the owner of Registration No. 2,227,740 for federal service mark registration for the Mark for use in connection with installation, repair and maintenance of heating equipment for others in the commercial industry in class 37, but the last listed owner of the Mark in the records of the Patent and Trademark Office is Cooperheat-MQS, Inc.

3. This affidavit and the accompanying Exhibits are submitted in order to update the chain of title for the Mark's registration and to permit the registration to be renewed in the name of the Mark's current owner.

4. Cooperheat-MQS, Inc. filed for bankruptcy on December 31, 2003 (see Exhibit A – Order Approving the Sale of Assets, Paragraph 1(G) on page 3).

5. Investment bankers Houlihan Lockey Howard & Zukin were engaged to market the Debtors' assets for sale (Exhibit A, Paragraph 1(H) on page 3), resulting in an asset purchase agreement by and between the Debtors and Team Acquisition Corp., dated July 16, 2004 (the "Asset Purchase Agreement") (see Exhibit B for relevant portions of the Asset Purchase Agreement, the entire agreement being 146 pages). As the court noted in Paragraph 1(I) of its order (Exhibit A, page 4), purchaser Team Acquisition Corp. submitted the highest and best offer for the Assets (as defined in the Asset Purchase Agreement) on the terms and conditions of the Asset Purchase Agreement, and there were no agreements between any person and Team Acquisition Corp. or the guarantor regarding the sale (Exhibit A, Paragraph 1(P), page 5).

6. Pursuant to the Asset Purchase Agreement, Team Acquisition Corp. as buyer, purchased and accepted all right, title and interest of Debtors in the Assets, which are defined to include all assets, properties and business of every kind and description and wherever located, whether tangible or intangible that are used, intended to be used or useful in the Business (Exhibit B, Section 1 on page 12 and definition of Assets on page

2). See Exhibit C for the Bill of Sale documenting the transfer of all Assets of the Debtor to Team Cooperheat-MQS, Inc., formerly known as Team Acquisition Corp. on August 11, 2004.

7. Team Cooperheat-MQS, Inc. merged with and into Team Industrial Services, Inc., as evidenced by attached Exhibit D - Articles of Merger, dated June 14, 2006, and as a result of the merger changed its name to Team Industrial Services, Inc.

8. The bankruptcy court with jurisdiction over the Debtors issued its final decree closing the bankruptcy case of Cooperheat-MQS, Inc. on March 1, 2007 (Exhibit E).

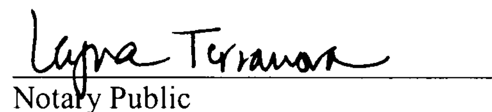
9. The registration for Mark was not scheduled on the trademark assignment as part of the Asset Purchase Agreement. However, Team Industrial Services, Inc. received an assignment of all rights to Mark and the registration therefor by virtue of the broad assignment of all Assets pursuant to the Asset Purchase Agreement.

10. He further declares as required by 37 C.F.R. Section 2.20 that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the federal trademark application or any registration resulting therefrom.

Affiant further sayeth naught.

Arthur F. Victorson

The foregoing Affidavit was subscribed and sworn to before me this 19th day of August, 2009.



Notary Public

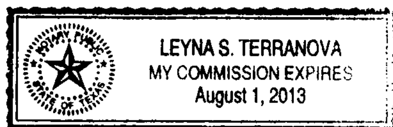


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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
INTERNATIONAL INDUSTRIAL SERVICES, INC.,	§	**Case No. 03-48272-H2-11**
	§	
COOPERHEAT-MQS, INC.,	§	**Case No. 03-48273-H2-11**
	§	
Debtors.	§	**JOINTLY ADMINISTERED UNDER**
	§	**CASE NO. 03-48272-H2-11**
	§	**(Chapter 11)**

ORDER (A) APPROVING THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. § 363, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS, AND (C) GRANTING RELATED RELIEF #476

On consideration of the Motion (the "Sale Motion") of International Industrial Services, Inc. ("International") and Cooperheat-MQS, Inc. ("CMI") (collectively, the "Sellers"), by and through their counsel, Bracewell & Patterson, L.L.P., as debtors and debtors-in-possession, for an order (the "Order"), *inter alia*, pursuant to Sections 105, 363 and 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and Bankruptcy Rules 6004 and 6006 authorizing the sale, assumption and assignment to Team Acquisition Corp., (the "Purchaser") of those assets, including certain executory contracts, leases and permits, used or useful in or related to the operations at the Sellers' Assets (the "Assets"), pursuant to the terms of the Asset Purchase Agreement and Schedules thereto by and among the Sellers, the Purchaser, and Team, Inc. (the "Guarantor") (the "Purchase Agreement"); and a hearing on the Sale Motion having been held on August 5, 2004 (the "Sale Hearing"), at which facts regarding the sale were established by the testimony of witnesses, exhibits introduced into evidence, and representations made by the attorneys representing the Sellers and other parties in interest; and the Court having jurisdiction to consider and determine the Sale Motion in accordance with 28 U.S.C. §§ 157 and 1334; and

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due notice of the Sale Motion having been provided, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

General

A. All capitalized terms not otherwise defined in this Order have the meanings ascribed to such terms in the Sale Procedures Order (defined below), the Sale Motion or the Purchase Agreement.

B. The Court has jurisdiction to consider the Sale Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Sale Motion are Sections 105(a), 363(b), (f) and (m), and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

D. On May 24, 2004, the Court entered the Agreed Order on Expedited Motions for Order Approving Bid Procedures (Docket No. 334) (the "Sale Procedures Order"), pursuant to which the Court, *inter alia*, authorized the Sellers, in the event that they received a Qualified Bid in addition to Purchaser's, to conduct an auction involving the Assets (the "Auction") and approved the bidding procedures set forth in the Sale Procedures Order (the "Bidding Procedures").

E. As evidenced by the notices and certificates of service filed with the Court [Docket Nos. 478, 485, 486, 489, 493, 494, 495, 496, 498, 499, and 503], and based on the representations of counsel at the hearing, (i) proper, timely, adequate, and sufficient notice of the Sale Motion, the transactions specified therein (including the assumption and assignment of the Assumed Contracts (as defined herein)), the Sale Procedures Order, the Bidding Procedures, the

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Auction and the Sale Hearing has been provided in accordance with Sections 102, 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014; (ii) such notice was good and sufficient and appropriate under the particular circumstances; and (iii) no other or further notice of the Sale Motion, the transactions specified therein (including the assumption and assignment of the Assumed Contracts), the Sale Procedures Order, the Bidding Procedures, the Auction, the Sale Hearing and the entry of this Order is required. The Notice provided for in the Sale Procedures Order is deemed proper notice to any interested parties whose identities are unknown to the Sellers.

F. The Sale Motion and Notices of the hearing on the Sale Motion were duly served on all persons and entities who hold or may hold Claims, Liens, and Interests against the Debtors or the Assets. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

The Bankruptcy Case

G. On December 31, 2003, the Debtors filed in this Court voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Cases"). The Debtors continue to operate their businesses and manage their properties and assets as debtors-in-possession under Bankruptcy Code Sections 1107(a) and 1108. On 2004, this Court entered an order permitting these Cases to be jointly administered for procedural purposes only.

The Sale Process for the Purchased Assets

H. The Sellers, through their investment bankers, Houlihan Lockey Howard & Zukin Capital, have marketed the Assets diligently, in good faith and in a commercially reasonable manner to secure the highest and best offer or offers therefor. In addition, the Sellers delivered the Sale Procedures Order, the Bidding Procedures, and the Sale Motion to each of the entities that had previously expressed an interest in the Assets. All prospective purchasers who had

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submitted initial bids on or prior to July 16, 2004, pursuant to the Sales Procedures Order, were provided with notice of the Sale Committee's selection of the Stalking Horse and the auction scheduled for 1:00 p.m. on July 21, 2004. However, no other prospective purchasers appeared at the auction.

I. Under the Bidding Procedures, the Purchaser submitted the highest and best offer for the Assets on terms and conditions set forth in the Purchase Agreement.

J. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity to make a higher or better offer to purchase the Assets and no higher or better offer than that of Purchaser has been made.

K. The Sellers and the Purchaser have complied with the Sale Procedures Order and the Bidding Procedures in all respects.

<u>**The Sale of the Assets to the Purchaser**</u>

L. The transactions effectuating, and the terms and conditions governing, the sale of the Assets to the Purchaser are embodied in the Purchase Agreement, which is attached hereto as **Exhibit "A."** A description of the Assets is contained in the Purchase Agreement. Moreover, a description of the executory contracts and unexpired leases that the Purchaser is assuming is contained in **Exhibit "B"** hereto (collectively, the "Assumed Contracts").

M. The Purchase Agreement provides that the sale of the Assets shall be free and clear of all Liens, Claims and Interests, which are defined in the Purchase Agreement.

N. Sellers ~~are the lawful owners of the Assets~~. are selling all of the estate's interest in the Assets.

O. The Purchase Agreement was negotiated, proposed, and entered into by and between the Purchaser and the Sellers without collusion, in good faith, and from arms-length bargaining positions. Neither the Sellers nor the Purchaser has engaged in any conduct that would cause or permit the application of Bankruptcy Code Section 363(n) to the sale, including

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having the Purchase Agreement voided, the recovery of excess value, or the imposition of punitive damages.

P. There exist no agreements between any person and the Purchaser or the Guarantor regarding the sale other than as set forth or authorized in the Purchase Agreement. Neither Purchaser nor Guarantor is an "insider" of any of the Debtors, as that term is defined in Section 101 of the Bankruptcy Code. The Purchaser is a good faith purchaser in accordance with Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Absent a stay of the effectiveness of this Order, the Purchaser will be acting in good faith within the meaning of Bankruptcy Code Section 363(m) in closing the transactions under the Purchase Agreement, including the assumption and assignment of the Assumed Contracts.

Q. The Assumed Contracts to be assumed and assigned to the Purchaser are valid and binding, in full force and effect, and enforceable in accordance with their terms, and are property of the Debtors' estates pursuant to Section 541 (a) of the Bankruptcy Code.

R. The terms and conditions of the Purchase Agreement and the closing deliveries to be made by the Purchaser under the Purchase Agreement (including without limitation the Purchaser's payment to the Sellers of the Purchase Price) (i) are fair and reasonable, (ii) valid, binding and enforceable, (iii) constitute the highest and best offer for the Assets, (iv) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative and (v) constitute reasonably equivalent value and fair consideration for the Assets.

S. The transactions contemplated by the Purchase Agreement will, upon consummation thereof (the "Closing"), (i) be a legal, valid and effective transfer of the Assets to the Purchaser with no further action required on the part of the Debtors or the Sellers (as defined in the Purchase Agreement) and (ii) vest the Purchaser with good title to the Assets free and clear

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of all Liens, Claims and Interests, except as expressly permitted by the Purchase Agreement, to the maximum extent permitted by the Bankruptcy Code.

T. The Purchaser and the Guarantor would not have entered into the Purchase Agreement and will not consummate the transactions described in the Purchase Agreement (thus adversely affecting the bankruptcy estate and its creditors) if the sale of the Assets and the assignment of the Assumed Contracts is not free and clear of all Liens, Claims and Interests, except as expressly permitted by the Purchase Agreement. In particular, the Purchaser and the Guarantor would not have entered into the Purchase Agreement if the sale of the Assets and the assignment of the Assumed Contracts were not free of any claim based on a theory of successor or transferee liability.

U. The relief sought in the Sale Motion, including approval of the Purchase Agreement and consummation of the transactions contemplated therein, is in the best interests of the Debtors, their bankruptcy estates, creditors, and all parties in interest. The sale must be approved and consummated promptly in order to preserve the viability of the Debtors' Assets as a going concern and to maximize the value of the Debtors' estates.

V. Upon entry of this Order, the Sellers have all the corporate or organizational power and authority necessary to consummate the transactions contemplated by the Purchase Agreement, irrespective of the status of their corporate charters or right to conduct business in any state.

W. Except as otherwise provided in this Order, no consents or approvals, other than this Order and those expressly provided for in the Purchase Agreement, are required for the Sellers to consummate the transactions contemplated by the Purchase Agreement.

X. The Debtors have demonstrated good, sound and sufficient business purpose and justification, and it is a reasonable exercise of their business judgment, to (i) sell the Assets on

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the terms and conditions set forth in the Purchase Agreement; (ii) assume and assign the Assumed Contracts to the Purchaser; and (iii) consummate all transactions contemplated by the Purchase Agreement, and the sale, assumption and assignment of the Assets is in the best interests of the Debtors, their estates and creditors.

Y. The provisions of Sections 363 and 365 of the Bankruptcy Code have been complied with and are applicable to the sale of the Assets.

Z. The Debtors may consummate the transactions and transfer the Assets free and clear of all Liens, Claims and Interests, except as expressly permitted by the Purchase Agreement, because one or more of the standards set forth in Section 363(f)(1)(5) of the Bankruptcy Code has been satisfied. All parties with Liens, Claims and Interests of any kind or nature whatsoever in the Assets, except as expressly permitted by the Purchase Agreement, who did not object to the Sale Motion and the relief requested therein, or who withdrew their objections to the transactions, are deemed to have consented pursuant to Sections 363(f)(2) and 365 of the Bankruptcy Code. All parties with Liens, Claims and Interests of any kind or nature whatsoever in the Assets, except as expressly permitted by the Purchase Agreement, who did object to the Sale Motion and the relief requested therein fall within one or more of the other subsections of Sections 363(f) and 365 of the Bankruptcy Code and are adequately protected by having their Liens, Claims and Interests attach to the net proceeds of the transactions with the same validity, enforceability, priority, force and effect that they now have as against the Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Liens, Claims and Interests.

AA. Except as otherwise provided in the Purchase Agreement, consummation of the transactions will not subject the Purchaser and Guarantor to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or

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unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtors, any affiliate of the Debtors, or any other person by reason of such transfers and assignments, including, without limitation, based on any theory of antitrust, successor or transferee liability.

BB. To the extent that the Assets constitute all or substantially all of the assets of any of the Debtors, substantial and sufficient exigencies exist that permit the Assets to be sold outside of the context of a plan of reorganization.

CC. Consummation of the Purchase Agreement does not effect a de facto merger of any of the Debtors and the Purchaser or Guarantor or result in the continuation of any of the Debtor's businesses under the Purchaser's or Guarantor's control. Neither the Purchaser nor the Guarantor is the alter ego of or a successor-in-interest to any of the Debtors, nor is the Purchaser or the Guarantor otherwise liable for any of Debtors' debts and obligations, except to the extent otherwise provided for in the Purchase Agreement.

DD. The Debtors and, if applicable, the Purchaser have (i) cured, or have provided adequate assurance of cure, of all defaults under the Assumed Contracts, if any, existing before the date of this Order, within the meaning of Bankruptcy Code Section 365(b)(1)(A) and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default before the date of this Order under the Assumed Contracts, if any, within the meaning of Bankruptcy Code Section 365(b)(1)(B), and the Purchaser has provided adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of Bankruptcy Code Section 365(b)(1)(C).

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ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

General Provisions

1. The findings of fact made above and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any finding of fact shall later be determined to be a conclusion of law, it shall be so deemed, and to the extent that any conclusion of law shall later be determined to be a finding of fact, it shall be so deemed.

2. The Sale Motion is GRANTED and APPROVED in its entirety.

3. All parties in interest have had the opportunity to object to the relief requested in the Sale Motion and to the extent that objections to the Sale Motion or the relief requested therein have not been withdrawn, waived or settled, such objections and all reservations of right included therein, are overruled on the merits. The parties who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

4. The Purchase Agreement and all of the terms and conditions contained therein are approved in their entirety and are binding upon the parties thereto. Upon entry of this Order, the covenants, to the extent (if any) not already enforceable by their terms, shall be fully enforceable by the parties to the Purchase Agreement in accordance with and subject to the terms and conditions of the Purchase Agreement, effective retroactive to the effective date of the Purchase Agreement.

5. The approval by the Debtors of the sale of the Assets and the terms and conditions contemplated by the Purchase Agreement, including, without limitation, the closing of the

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transactions contemplated by the Purchase Agreement, are hereby approved pursuant to Sections 105(a), 363(b) and (f) of the Bankruptcy Code.

6. The Debtors are authorized and directed, pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, to perform all of their obligations pursuant to the Purchase Agreement and to execute such other documents and take such other actions as are reasonably necessary to consummate the transactions contemplated by the Purchase Agreement.

Transfer of the Assets to the Purchaser

7. Except as expressly provided in the Purchase Agreement, pursuant to Sections 105(a), 363(f), and 365 of the Bankruptcy Code, upon the Closing, the Assets shall be sold, transferred or otherwise conveyed to Purchaser, and will vest Purchaser with good title to the Debtors' Assets, free and clear of all Liens, Claims and Interests, with all such Liens, Interests and encumbrances to attach to the proceeds of sale of the Assets in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Liens, Claims and Interests.

8. Except as expressly provided in the Purchase Agreement, all persons or entities holding Liens, Claims and Interests in, to, or against the Assets shall be, and they hereby are, forever barred, estopped, restrained and permanently enjoined from asserting such Liens, Claims and Interests against Purchaser, Guarantor, their successors and assigns, the Debtors, or the Assets; provided that such persons or entities may assert such Liens, Claims and Interests with respect to the proceeds of the sale of the Assets and with respect to any Excluded Assets.

Assumption and Assignment of the Assumed Contracts

9. Subject to and conditioned on the Closing of the transactions contemplated in the Purchase Agreement, the Debtors are authorized pursuant to Section 365(a) of the Bankruptcy

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Code to assume and assign to the Purchaser the Assumed Contracts identified on Exhibit B hereto.

10. Subject to and conditioned on the Closing of the transactions contemplated in the Purchase Agreement, pursuant to Bankruptcy Code Sections 105(a) and 365, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms contained in the Purchase Agreement, of the Assumed Contracts is approved, and the requirements of Bankruptcy Code Section 365(b)(1) with respect thereto are deemed satisfied.

11. All Assumed Contracts subject to the Sale Motion are in full force and effect and have not been terminated by operation of law, their own terms or otherwise.

12. Upon Closing pursuant to the Purchase Agreement, the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their terms, notwithstanding any provision in the Assumed Contracts (including, without limitation, those described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, pursuant to Section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further obligation or liability for any breach of the Assumed Contracts occurring after such assumption and assignment. Any portions of the property leases with respect to any of the Assumed Contracts that purport to permit the landlords thereunder to cancel the remaining term of any of such leases if Sellers discontinue their use or operation of the leased real property are void and of no force and effect, and shall not be enforceable against Purchaser, its assignees and subleases, and the landlords under such leases shall not have the right to cancel or otherwise modify such leases or increase the rent, assert any claim, or impose any penalty by reason of such discontinuation, Sellers' cessation of operations, the assignment of such leases to Purchaser, or the interruption of business activities at any of the leased premises.

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13. Any Cure Costs under any of the Assumed Contracts are hereby deemed adequately provided for by virtue of the provisions for payment of the Cure Costs set forth in the Purchase Agreement.

14. The Cure Costs Amount set forth in Exhibit B of this Order shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document, and the non-debtor party to each Assumed Contract shall be forever barred from asserting any other claim arising prior to the Closing against the Debtors or the Purchaser.

15. The failure of the Debtors or the Purchaser to enforce any term or condition of any Assumed Contract shall not constitute a waiver of such term or condition or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Assumed Contracts.

Miscellaneous Provisions

16. The consideration to be paid by the Purchaser for the Assets under the Purchase Agreement is fair and reasonable and may not be avoided under Bankruptcy Code Section 363(n).

17. This Order is and shall be effective as a determination that, upon the Closing, except as expressly provided in the Purchase Agreement, all Liens, Claims and Interests existing as to the Assets prior to the Closing have been unconditionally released, discharged and terminated in each case as to the Assets. All holders of recorded Liens, Claims and Interests on the Assets are hereby directed to prepare, and file promptly after Closing, releases of such Liens, Claims and Interests reasonably satisfactory to Purchaser.

18. This Order is and shall be binding upon and shall govern acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other

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persons and entities, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchaser is the assignee of the Assets free and clear of Liens, Claims and Interests except as provided in the Purchase Agreement (all such entities being "Recording Officers"). All Recording Officers are authorized and specifically directed to strike recorded Liens, Claims and Interests against the Assets recorded prior to the date of this Order.

19. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any Recording Officer. If any person or entity that has a filed financing statement or other documents or agreement evidencing Liens, Claims and Interests in the Assets shall not have delivered to the Sellers prior to Closing, in proper form for filing and executed by appropriate parties, termination statements, instruments of satisfaction, release of all Liens, Claims and Interests that the person or entity has with respect to the Assets, then (a) Purchaser is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, without the exhibits hereto, which once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release and discharge of all Liens, Claims and Interests of any kind or nature whatsoever in the Assets.

20. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including without limitation any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of an Excluded Asset (as defined in the Purchase Agreement).

21. Except as otherwise provided in the Purchase Agreement, consummation of the transactions will not subject the Purchaser or the Guarantor to any debts, liabilities, obligations,

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commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof, or hereafter arising, against the Debtors by reason of such transfers and assignments, including, without limitation, based on any theory of antitrust, successor or transferee liability, labor law, de facto merger, or mere substantial continuity.

22. Except with respect to enforcing the terms of the Purchase Agreement and/or this Order, absent a stay pending appeal, no person shall take any action to prevent, enjoin or otherwise interfere with consummation of the transactions contemplated in or by the Purchase Agreement or this Order.

23. The Purchase Agreement and any related agreement, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment or supplement is neither material nor changes the economic substance of the transactions contemplated hereby.

24. In the absence of a stay of the effectiveness of this Order, in the event that the Purchaser and the Debtors consummate the transactions contemplated by the Purchase Agreement at any time after entry of this Order, then with respect to the transactions approved and authorized herein, the Purchaser, as a purchaser in good faith within the meaning of Section 363(m) of the Bankruptcy Code, shall be entitled to the protections of Section 363(m) of the Bankruptcy Code in the event this Order or any authorization contained herein is reversed or modified on appeal.

25. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

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26. Except as otherwise expressly provided in the Purchase Agreement, Purchaser and Guarantor shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment with respect to employees or former employees of the Debtors. Except as otherwise expressly provided in the Purchase Agreement, Purchaser and Guarantor shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtor is a party and relating to the Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and, except as expressly provided in the Purchase Agreement, Purchaser and Guarantor shall in no way be deemed a party to or assignee of any such agreement, and no employee of Purchaser and Guarantor shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Purchaser any and all claims arising from or relating to such agreement. All notices, if any, required to be given to the Debtors' employees prior to Closing pursuant to the Workers Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Sellers, and Purchaser shall have no duties, responsibility, or liability therefore.

This paragraph 26 is entered on representation that there is no such known liab

27. Until these Cases are closed or dismissed, the Court shall retain exclusive jurisdiction (a) to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the Agreement, documents and instruments executed therewith; (b) to compel transfer of the Assets to the Purchaser; (c) to compel the Purchaser to perform all of its obligations under the Purchase Agreement, including the payment of the Purchase Price; (d) to resolve any disputes, controversies or claims arising out of or relating to the Purchase Agreement, including without

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limitation the adjudication of any cure required under Assumed Contracts; and (e) to interpret, implement and enforce the provisions of this Order.

28. The terms of this Order and the Purchase Agreement shall be binding on and inure to the benefit of the Debtors, the Purchaser, the Guarantor, and the Debtors' creditors and all other parties in interest, and other persons who received notice of the Sale Motion, and any successors of the Debtors, the Purchaser and the Debtors' creditors, including any trustee or examiner appointed in these Cases or any subsequent or converted cases of the Debtors under Chapter 7 or Chapter 11 of the Bankruptcy Code.

29. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order, which may be entered converting Debtors' Chapter 11 Cases to Chapter 7 cases, confirming or consummating any plan(s) of reorganization of Debtors, or dismissing any Debtors' Chapter 11 Cases or any subsequent case pursuant to Sections 303, 305 or 1112 of the Bankruptcy Code, and the terms and provisions of this Order shall continue in this or any superseding case under the Bankruptcy Code. The obligations of Debtors under this Order or the Purchase Agreement, as applicable, shall not be discharged by the entry of an order confirming a plan(s) of reorganization in any of the Debtors' Chapter 11 Cases. Any order granting conversion or dismissal or any of the Debtors' Chapter 11 Cases shall specifically provide that this Order shall survive such conversion or dismissal.

30. The failure to include or make reference to any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of that provision, it being the intent of the Court and the parties that the Purchase Agreement be authorized in their entirety.

31. Any conflict between the terms and provisions of this Order and the Purchase Agreement shall be resolved in favor of this Order.

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32. The Debtors are hereby authorized to perform each of the covenants and undertakings as provided in the Purchase Agreement prior to closing without further order of the Court.

33. All entities who are in possession of some or all of the Assets on the Closing are hereby directed to surrender possession of the Assets to Purchaser at Closing.

34. Subject to the fulfillment of the terms and conditions of the Purchase Agreement, as of the Closing, this Order shall be considered and constitute for all purposes a full and complete general assignment, conveyance and transfer of the Assets and/or a bill of sale transferring the Seller's title and interest in the Assets to the Purchaser, free and clear of all Liens, Claims and Interests.

35. In accordance with this Court's "Final Order (I) Authorizing the Debtors to (A) Enter Into Post-petition Financing From Ableco Finance LLC Pursuant to Section 105, 361, 362, 363, and 364 of the Bankruptcy Code and (B) Use Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, and (II) Providing Adequate Protection and Granting Liens, Security Interests and Superpriority Claims" (the "DIP Financing Order") and the DIP Loan, at the Closing, all Pre-Petition Obligations (as defined in the DIP Loan) and the DIP Obligations (as defined in the DIP Financing Order) shall be repaid as and to the extent provided in the DIP Financing Order and the DIP Loan, and the ability to borrow under the DIP Loan shall terminate at the Closing.

36. As provided by Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately. The provisions of Bankruptcy Rules 6004(g) and 6006(d) staying the effectiveness of this Order for ten (10) days are hereby waived, and this Order shall be effective, and the parties may consummate the transactions contemplated by the Purchase Agreement immediately upon entry of this Order. Time is of the essence in closing the transaction and

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parties to the Purchase Agreement shall be authorized to close the sale as soon as possible consistent with the terms of the Purchase Agreement.

37. Notwithstanding the terms of the Purchase Agreement, Debtors, Purchaser and Team, Inc. agree as follows: Any amounts which would be released to Purchaser from the Holdback Amount in the Holdback Escrow Agreement (the "Remaining Amount") shall remain in escrow with the Escrow Agent until the aggregate amount of cash finally distributed to holders of general non-priority unsecured claims of the Debtors (the "Distributed Amount") has been determined. (The value of any Warrants will not be included in determining the amount of cash so distributed.) If the Distributed Amount is less than $1,000,000 in the aggregate, the Debtors and Purchaser shall cause the Escrow Agent to release to the Debtors (or the Plan Trustee of a Debtor if such Debtor's Plan of Reorganization has been confirmed) an amount equal to the lesser of (i) the Remaining Amount or (ii) 50% of the difference between $1,000,000 and the Distributed Amount. The amount so released to the Debtors (or the Plan Trustee) shall be applied by the Debtors (or the Plan Trustee) in accordance with their confirmed Plans of Reorganization (or if a Debtor's Plan of Reorganization is not confirmed, in the order of priority provided by the Bankruptcy Code with respect to such Debtor). After such release to the Debtors or Plan Trustee, the Debtors and Purchaser shall cause the remaining portion, if any, of the Remaining Amount to be released to the Purchaser. This paragraph does not change or affect the release to Debtors of any other funds from the Holdback Amount. This paragraph shall constitute an amendment to the Purchase Agreement, and the Holdback Escrow Agreement shall be modified to reflect the agreement in this paragraph.

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Dated: Aug. 5, 2004

HONORABLE WESLEY W. STEEN
UNITED STATES BANKRUPTCY JUDGE

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03-48272-H2-11

EXHIBIT B

ASSET PURCHASE AGREEMENT

BY AND AMONG

INTERNATIONAL INDUSTRIAL SERVICES, INC.,

COOPERHEAT-MQS, INC.,

TEAM ACQUISITION CORP.

AND

TEAM, INC.

DATED JULY 16, 2004

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") dated July 16, 2004 (the "Execution Date"), is by and among International Industrial Services, Inc., a Delaware corporation ("IISI"), Cooperheat-MQS, Inc., a Delaware corporation ("Cooperheat"), Team Acquisition Corp., a Texas corporation ("Buyer"), and Team, Inc., a Texas corporation ("Guarantor").

RECITALS

WHEREAS, Cooperheat and IISI (together, the "Sellers") are debtors-in-possession in jointly-administered cases under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") pending in the United States Bankruptcy Court for the Southern District of Texas, Houston, Texas (the "Bankruptcy Court") along with other debtors-in-possession under jointly administered Cases No. 03-48272-H2-11 and 03-48273-H2-11 (the "Bankruptcy Cases"); and

WHEREAS, effective on the Closing Date (as defined below) and subject to and conditioned upon the Bankruptcy Court's approval, Sellers desire to sell and Buyer desires to buy the Assets (as defined below); and

WHEREAS, Sellers have determined that the offer of Buyer for the Assets set forth herein constitutes a fair and adequate purchase price;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties have agreed as follows:

ARTICLE I
DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings set forth in the Cooperheat Plan (as defined below). For purposes of this Agreement, the following terms shall have the following respective meanings:

"*Accounts Payable*" shall mean (i) the accounts payable of Cooperheat and the Other Companies incurred after the Petition Date in the ordinary course of business in bona fide transactions for merchandise actually purchased by, or for services actually performed for and accepted by, Cooperheat and the Other Companies, including, without limitation, all Taxes payable by Cooperheat or the Other Companies, but excluding Professional Fees, and (ii) accounts payable, if any, arising in connection with workers' compensation claims (whether or not covered by insurance or any other funding mechanism).

"*Affiliate*" or "*Affiliates*" shall mean with respect to a specified Person, another Person that, either directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified.

"*Agreement*" has the meaning set forth in the opening paragraph of this Agreement.

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"*Alternative Agreement*" shall mean one or more definitive agreements with respect to (i) a Qualified Bid; (ii) the sale of more than 50% of (a) the assets of IISI, Cooperheat and the Other Companies taken as a whole, or (b) the capital stock of Cooperheat; or (iii) a merger, consolidation or other business combination involving IISI or Cooperheat; or (iv) any other transaction or series of related transactions having the effect of the transactions described in the preceding clauses (i), (ii) or (iii).

"*Alternative Bid*" has the meaning set forth in Section 5.9.

"*Alternative Transaction*" has the meaning set forth in Section 5.9.

"*Ancillary Documents*" has the meaning set forth in Section 2.5(b).

"*Asset Allocation*" has the meaning set forth in Section 2.2.

"*Assets*" shall mean, collectively, all assets, properties and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, including, without limitation, cash, cash equivalents, funds on deposit, bank accounts, certificates of deposit, securities and accounts receivable, owned or held by Sellers that are used, intended to be used or useful in the Business or that otherwise primarily relate to the Business or Claims, defenses or rights of setoff or recoupment in favor of Sellers arising under or in connection with the Assumed Liabilities, and all of the issued and outstanding shares of capital stock of the Other Companies, but not including any Excluded Assets, and for the purpose of Article III of this Agreement only, shall include all assets, properties and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, including, without limitation, cash, cash equivalents, funds on deposit, bank accounts, certificates of deposit, securities and accounts receivable, owned or held by any of the Other Companies that are used, intended to be used or useful in the Business or that otherwise primarily relate to the Business.

"*Assignment and Assumption Agreements for Assets*" shall mean instruments assigning the Assets and Assumed Contracts, other than Owned Real Estate and Real Estate Leases, to Buyer substantially in the forms attached hereto as Exhibit A.

"*Assignment and Assumption Agreement for Assumed Liabilities*" shall mean an instrument assigning the Assumed Liabilities to Buyer substantially in the form attached hereto as Exhibit B.

"*Assumed Contracts*" shall mean all Contracts listed or described by category on Schedule 1.1.

"*Assumed Liabilities*" shall mean (i) all obligations arising on or after the Closing Date under the Assumed Contracts, (ii) all obligations and liabilities arising on or after the Closing Date with respect to or arising under the Assets, (iii) all obligations with respect to workers' compensation for all Employees whether insured or funded by some other arrangement, (iv) all accrued and unpaid wages, salaries and holiday and vacation pay and any withholding requirements related thereto with respect to Transferred Employees, (v) all health, accident,

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For the purposes of this Agreement, unless expressly provided otherwise, any reference to "knowledge of Cooperheat" or "knowledge of Sellers" or any similar expression shall be deemed to mean and include the actual knowledge of Mr. Joseph E. Milliron, President of Cooperheat, Ms. Gay S. Mayeux, Senior Vice President and Chief Financial Officer of Cooperheat, Mr. Glenn W. Campbell, Senior Vice President, Sales and Marketing of Cooperheat, and Mr. D. Kevin Berchelmann, Senior Vice President, Human Resources of Cooperheat.

ARTICLE II
PURCHASE OF ASSETS

2.1 Purchase.

(a) *Purchase.* Subject to the approval by the Bankruptcy Court pursuant to the Orders, to the maximum extent allowed under the Bankruptcy Code, and upon the terms and subject to the conditions contained in this Agreement, on the Closing Date, Sellers shall sell, transfer, assign, convey, and deliver to Buyer, free and clear of all mortgages, assessments, encumbrances, obligations, liabilities, security interests, collateral assignments, resolutory conditions, rights of rescission, rights of lesion beyond moiety, trust deeds, pledges, judgments, rights of first refusal, rights to purchase, contractual commitments, taxes, including without limitation, sales, use and ad valorem and personal property taxes, charges, warranty claims or rights, interest, damages, and other interests, rights or matter of any kind or nature that could be asserted against a purchaser of an asset or assets, whether arising prior to, on or subsequent to the Petition Date (collectively, "Interests"), Claims (including tort and product liability claims) and Liens, except Permitted Liens and except as otherwise provided to the contrary in this Agreement, and Buyer shall purchase and accept, all right, title and interest of Sellers in and to the Assets. To the maximum extent allowed under the Bankruptcy Code, Buyer shall not be subject to any liability by reason of the purchase of the Assets under any local state, territorial or federal law or regulation, including liability for any matter as a successor or transferee of the Sellers.

(b) *Purchase Price.* The Purchase Price for the Assets (the "Purchase Price") shall consist of:

(i) (A) in cash (the "Cash Amount") plus or minus (B) the Working Capital Adjustment; and

(ii) warrants to purchase shares of Common Stock of Guarantor at a purchase price of per share, expiring three (3) years after the Closing Date, in form and substance, and to a number of beneficial owners, reasonably acceptable to Buyer and Sellers and issued in such names as Sellers shall designate no later than three (3) Business Days prior to the Closing Date (the "Warrants").

(c) *Earnest Money Deposit.* On the Execution Date, Buyer shall deliver to Southwest Bank of Texas, N.A., acting as escrow agent (the "Escrow Agent") a deposit in the amount of $2,000,000 (collectively with all accrued interest thereon, the "Earnest Money Deposit") pursuant to an escrow agreement agreed to by Buyer and Sellers (the "Escrow

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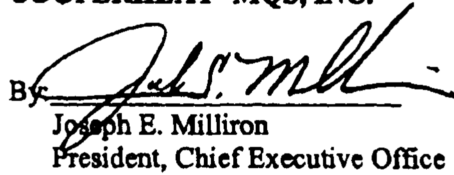
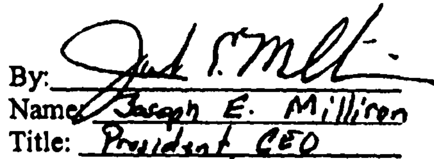
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

COOPERHEAT- MQS, INC.



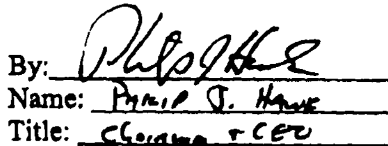
By: ____________________
Joseph E. Milliron
President, Chief Executive Office

INTERNATIONAL INDUSTRIAL SERVICES, INC.



By: ____________________
Name: Joseph E. Milliron
Title: President, CEO

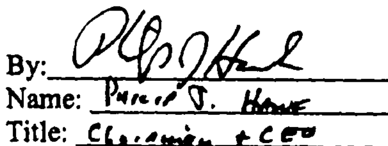
TEAM ACQUISTION CORP.



By: ____________________
Name: Philip J. Hawk
Title: Chairman + CEO

GUARANTOR:

TEAM, INC.



By: ____________________
Name: Philip J. Hawk
Title: Chairman + CEO

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EXHIBIT C

BILL OF SALE

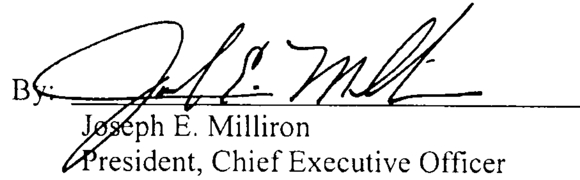
Cooperheat-MQS, Inc., a Delaware corporation, and International Industrial Services, Inc., a Delaware corporation ("Sellers"), for good and valuable consideration paid to it, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding that the following property may be conveyed by separate and specific transfer documents, by these presents do sell, convey, assign, transfer and deliver, or will cause to be sold, conveyed, assigned, transferred and delivered, to Team Cooperheat-MQS, Inc., a Texas corporation formerly known as Team Acquisition Corp. ("Buyer"), all of Sellers' respective right, title and interest in and to the Assets (as defined in the Asset Purchase Agreement dated July 16, 2004 by and among Sellers, Buyer, and Team, Inc.(the "APA")) (capitalized terms used, but not defined, herein shall have the meaning provided in the APA), free and clear of all Liens, Claims and Interests as and to the extent provided in the Order (A) Approving the Sale of Certain Assets of the Debtors Free and Clear of Liens, Claims and Interests Pursuant to 11 U.S.C. § 363, (B) Authorizing the Assumption and Assignment of Certain Unexpired Leases and Executory Contracts, and (C) Granting Related Relief, filed in Case No. 03-48272-H2 in the United Stated Bankruptcy Court for the Southern District of Texas (the "Order"), TO HAVE AND TO HOLD such Assets, as a going concern, unto Buyer and its successors and assigns to and for its or their use forever.

Sellers hereby constitute and appoint Buyer, its successors and assigns, Sellers' true and lawful attorney and attorneys, with full power of substitution, in Sellers' name and stead, by, on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Assets transferred hereunder and to give receipts and release for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Sellers' name, or otherwise, for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, that Buyer, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred, and delivered, or intended so to be, and to do all acts and the things in relation to the Assets transferred hereunder that Buyer, its successors or assigns, shall deem desirable, Sellers hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers in any manner or for any reason whatsoever.

[Remainder of page intentionally left blank; signature page follows.]

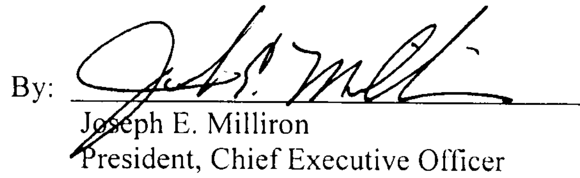
IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale, this 11th day of August, 2004.

COOPERHEAT-MQS, INC.



By: ______________________
Joseph E. Milliron
President, Chief Executive Officer

INTERNATIONAL INDUSTRIAL SERVICES, INC.



By: ______________________
Joseph E. Milliron
President, Chief Executive Officer

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EXHIBIT D

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Team Cooperheat-MQS, Inc.
Filing Number: 800365919

Articles of Merger — May 27, 2005

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 14, 2006.

Roger Williams
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

MAY 27 2005

Corporations Section

ARTICLES OF MERGER

Under the provisions of Article 5.04 of the Texas Business Corporation Act, Team Cooperheat-MQS, Inc., a Texas corporation formerly known as Team Acquisition Corp ("Disappearing Corporation"), and **Team Industrial Services, Inc.**, a Texas corporation ("Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Article 5 01 of the Texas Business Corporation Act

1. The name of each undersigned corporation that is a party to the merger and the laws under which such corporation was organized is as follows

Name of Corporation	Type of Entity	State
TEAM COOPERHEAT-MQS, INC.	Corporation	Texas
TEAM INDUSTRIAL SERVICES, INC	Corporation	Texas

2 Surviving Corporation and Disappearing Corporation have each approved and adopted an Agreement and Plan of Merger (the "Agreement and Plan of Merger") in accordance with the provisions of Article 5 03 of the Texas Business Corporation Act, such Agreement and Plan of Merger provides for the merger of Disappearing Corporation with and into Surviving Corporation, resulting in Surviving Corporation being the only surviving corporation in the merger

3 The Articles of Incorporation of Surviving Corporation shall not be amended by the merger

4 No new corporations are being created pursuant to the terms of the Agreement and Plan of Merger

5 The executed Agreement and Plan of Merger is on file at the principal place of business of Surviving Corporation, at the following address:

200 Hermann Drive
Alvin, TX 77511

6 A copy of the Agreement and Plan of Merger will be furnished by Surviving Corporation on written request and without any cost, to any shareholder of the Disappearing Corporation or any shareholder of the Surviving Corporation.

7 As to each corporation the approval of whose shareholders is required, the number of shares outstanding, and, if the shares of any class or series are entitled to vote as a class, the designation and number of outstanding share of each such class or series, is as follows

Name of Corporation	Number of Shares Outstanding	Designation of Class or Series	Number of Shares Entitled to Vote as a Class or Series
Team Cooperheat-MQS, Inc	1,000	Common Stock	1,000
Team Industrial Services, Inc	1,000	Common Stock	1.000

8 As to each of the undersigned corporations the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, voted for and against the Agreement and Plan of Merger, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the Agreement and Plan of Merger, are as follows·

Name of Corporation	Total Voted For	Total Voted Against	Class or Series	Number of Shares Entitled to Vote as a Class or Series	
				Voted For	Voted Against
Team Cooperheat-MQS, Inc	1,000	-0-	Common Stock	1,000	-0-
Team Industrial Services, Inc	1,000	-0-	Common Stock	1,000	-0-

9 The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws under which each corporation and each other entity that is a party to the Agreement and Plan of Merger was incorporated or organized and by its constituent documents.

10 Since none of the parties hereto are submitting a certificate of good standing for purposes of merger issued by the Comptroller of Public Accounts, Surviving Corporation shall be responsible for all fees and franchise taxes of the Surviving Corporation and the Disappearing Corporation as required by law and the Surviving Corporation shall be obligated to pay such fees and franchise taxes if the same are not timely paid

11 The merger will become effective at 5:00 p m on May 31, 2005 in accordance with Article 10 03 of the Texas Business Corporation Act

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IN WITNESS WHEREOF, these Articles of Merger have been executed by the undersigned officers of Surviving Corporation and Disappearing Corporation on the 26th day of May, 2005.

DISAPPEARING CORPORATION:

By. ____________________
Name: Gregory T. Sangalis
Title: Secretary

SURVIVING CORPORATION:

By ____________________
Name. Gregory T. Sangalis
Title Secretary

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EXHIBIT E

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
INTERNATIONAL INDUSTRIAL SERVICES, INC.,	§	**Case No. 03-48272-H2-11**
	§	
COOPERHEAT-MQS, INC.,	§	**Case No. 03-48273-H2-11**
	§	
Debtors.	§	**JOINTLY ADMINISTERED UNDER**
	§	**CASE NO. 03-48272-H2-11**
	§	**(Chapter 11)**

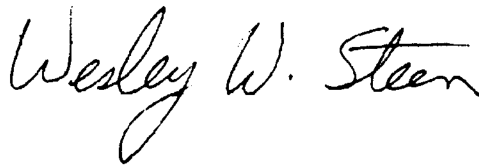
FINAL DECREE CLOSING CASE

Based on the representations made in the Expedited Application for Order Closing Case filed by the Debtors in the above-styled cases, the Court finds that the estates have been fully administered. It is therefore,

ORDERED that the above-referenced chapter 11 cases are closed. It is further

ORDERED that H. Malcolm Lovett, Plan Agent, is authorized to destroy the Debtors' books and records, or permit the books and records to be destroyed, on or after five (5) years from the date of entry of this Order.

Signed: March 1, 2007



WESLEY W. STEEN
UNITED STATES BANKRUPTCY JUDGE

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