

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Furmanite US GSG LLC		07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2283194	PWR.SEAL TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)200-0783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.651.5000		
Email:	kristin.timmer@haynesboone.com		
Correspondent Name:	Kristin Timmer		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.1264		
NAME OF SUBMITTER:	Kristin Timmer		
Signature:	/Kristin Timmer/		
Date:	01/15/2010		

CH \$40.00 2283194

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 31, 2009 is made by Furmanite US GSG LLC, a Delaware limited liability company (the "Obligor"), in favor of Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Furmanite Worldwide, Inc., a Delaware corporation (the "Company"), certain Subsidiaries of the Company party thereto (together with the Company, the "Borrowers"), the Lenders, and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain subsidiaries of the Company have executed and delivered the Guaranty and Collateral Agreement, dated as of July 31, 2009, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guaranty and Collateral Agreement");

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the

Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**Remainder of page intentionally left blank  
signature pages follow.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


**FURMANITE US GSG LLC**

**By: Furmanite America, Inc., its sole member**

By: *Miguel Desdin*  
Name: *Miguel Desdin*  
Title: *Senior Vice President*

STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )        ss

On the 31<sup>st</sup> day of July, 2009, before me personally came Miguel Desdin, who is personally known to me to be the Sr. Vice President of Furmanite America, Inc., a Virginia corporation; who, being duly sworn, did depose and say that he is the Sr. Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Sheila D. Turner*  
Notary Public 

(PLACE STAMP AND SEAL ABOVE)

BANK OF AMERICA, N.A.,  
as Administrative Agent for the Lenders

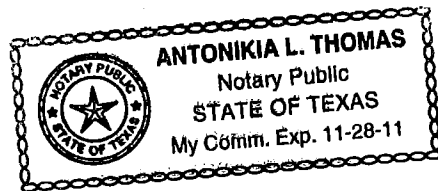
By: Anthony W Kell  
Name: Anthony W Kell  
Title: Assistant Vice President

STATE OF TEXAS            )  
  )        ss  
COUNTY OF DALLAS        )

On the 31<sup>st</sup> day of July, 2009, before me personally came Anthony W. Kell, who is personally known to me to be AVP of Bank of America, N.A.; who, being duly sworn, did depose and say that he is AVP of Bank of America, N.A., the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Registration - application</b>	<b>Trademark #</b>	<b>Country</b>	<b>Description/Class</b>
039050	052472	Algeria	Furmanite 1, 8
2090904	1692575	Argentina	Furmanite 11
2090903	1692574	Argentina	Furmanite 17, 37
2090902	1692573	Argentina	Trevitest 37
2090901	1692572	Argentina	Trevitest 9
	1272685	Australia	IPSCO
962034	632034	Australia	SMARTSHIM 37, 42
	086871	Austria	Furmanite 1,8,17
	4150	Bahrain	Furmanite 17
4750791		Benelux	IPSCO
	0547168	Benelux	Trevitest 7, 9, 37, 42
	0304596	Benelux	Furmanite 1, 8
	200898	Benelux	IPSCO
	76/3615	Bophuthatswana	Furmanite 1
899192	TMA572289	Canada	Torque Tamer
1342053		Canada	Furmanite
815699	851699	Chile	Furmanite 17
851700	851700	Chile	Furmanite 35, 37
6435390	ZC6435390SL	China	Furmanite 6
appl #6435381		China	Trevitest 42
appl #6435382		China	Trevitest 37
appl #6435383		China	Trevitest 9
appl #6435384		China	Trevitest 7
appl #6435385		China	Furmanite 42
appl #6435386		China	Furmanite 37
appl #6435387		China	Furmanite 17
appl #6435388		China	Furmanite 9
appl #6435389		China	Furmanite 7
appl#6435397		China	SmartSHIM 42
appl #6435398		China	SmartSHIM 37
168917	168917	Czech Republic	Furmanite 1, 17
168436	168436	Czech Republic	Trevitest 9
2282/77	2282/77	Denmark	Furmanite
052481	052481	Egypt	Furmanite 1
32342	000032342	European Union	Furmanite 1, 8, 17, 37
32334	000032334	European Union	Silk
32326	000032326	European Union	Trevitest7, 9, 37, 72
32359	000032359	European Union	Furmatec 7,8,9,42
E5271119	005271119	European Union	Furmasteel
005271093	005271093	European Union	Furmanite 6,7,9,17,19,42
74030	74030	Finland	Furmanite 1
T200900312	245951	Finland	IPSCO
1364813	1364813	France	Furmanite 1

09/3647076	not issued	France	IPSCO
1047952	1047952	Germany	Furmanite word + design 37, 42
908748	908748	Germany	Furmanite 07, 17
57762	57762	Greece	Furmanite 1
19771819	1819/77	Hong Kong	Furmanite 1
351981	351981	India	Furmanite 17
351982	351982	India	Furmanite 8
418090	IDM000153301	Indonesia	Furmanite 1
IDM000075937		Indonesia	FURMAJET class 9
IDM000075654		Indonesia	FurmaJet
WO0012266		International	Furmanite 1
46354	46354	Iran	Furmanite 1
22673	22673	Iraq	Furmanite (with Arabic)
330949	733935	Italy	Furmanite 1
applied		Italy	Furmanite 1
1430137	1430137	Japan	Furmanite 1
4325436	4325436	Japan	Trevitest 9
4239720	4239720	Japan	Trevitest 42
2006-097914		Japan	Furmanite
2006-097915		Japan	Furmanite Logo
2006-097916		Japan	Furmanite in Katakana
8820	8820	Kuwait	Furmanite 1
86/02550	86002550	Malaysia	Furmanite 1
206762	206762	Mexico	Furmanite 37
297893	297893	New Zealand	Furmanite 1
101699		Norway	Furmanite 1
222969		Norway	SmartShim
249755	249755	Norway	IPSCO
51755	51755	Philippines	Furmanite 8,17
445199	not issued	Portugal	IPSCO
2356	2356	Qatar	Furmanite 1,8,17
76/5405	76/5405	S Africa	Furmanite 1
76/3615	76/3615	S Africa	Furmanite 37
80/8234	80/8234	S Africa	Furmanite 1,2,3,4,5,16,19
35236	35236	S Korea	Furmanite 105
234337	234337	S Korea	Furmanite 10
79/74	79/74	Saudi Arabia	Furmanite 1
69851	T7669851H	Singapore	Furmanite 1
168917	168917	Czech/Slovak Republic	Furmanite 1,17
168436	168436	Czech/Slovak Republic	Trevitest
35236	35236	South Korea	Furmanite 105
M2862746	not issued	Spain	IPSCO
196198	196198	Sweden	Trevitest
289443	289443	Switzerland	Trevitest 7,9
92711	92711	Taiwan	Furmanite 1
76/3615	76/3615	Transkei	Furmanite 1



96601	96601	Turkey	Furmanite 1
2430585	2430585	UK	FurmaSteel 6,9,17,19,42
1369125	1369125	UK	Silk
631344	631344	UK	Furmanite 17
631410	631410	UK	Furmanite 8
1227568		UK	Furmatec 6,7
2012711	2012711	UK	Furmatec 6,7
2142212	2142212	UK	Furmajet 9,17
2322712	2322712	UK	SmartShim 37 42
2430597	2430597	UK	Furmanite 6,7,9,17,19,42
2430585	2430585	UK	FurmaSteel
2508650	2508650	UK	IPSCO
2283194	2283194	USA	PWR.SEAL TECHNOLOGY
1,080,023	1080023	USA	Furmanite 37
78/282,842	3382686	USA	SmartShim
2,448,122	2448122	USA	Torque Tamer 7
1,416,446	1416446	USA	Trevitest 9
2304574	3285237	USA	INVATEC
5183365	5183365	USA	SILK
6,739,926		USA	Xtria 35, 37, 38, 41, 42
2,838,947		USA	Xanser 35,36,37,38,41,42
96020267	96020267	Venezuela	Furmanite 1