

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROCKWOOD SERVICE CORPORATION		12/31/2009	CORPORATION: DELAWARE
ACUREN INSPECTION, INC.		12/31/2009	CORPORATION: DELAWARE
ACUREN USA, INC.		12/31/2009	CORPORATION: DELAWARE
SPERRY RAIL, INC.		12/31/2009	CORPORATION: DELAWARE
U.S. INSPECTION SERVICES, INC.		12/31/2009	CORPORATION: DELAWARE
WIT PIPELINE INSPECTION, INC.		12/31/2009	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	2200 Ross Avenue, 8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2381591	
Registration Number:	0812493	SPERRY
Registration Number:	0812968	SPERRY
Registration Number:	2431195	SPERRY RAIL SERVICE
Registration Number:	2381593	SRS
Registration Number:	2381592	SRS
Registration Number:	3403093	ACUREN
Registration Number:	3079689	LONGVIEW INSPECTION
Registration Number:	3082370	LONGVIEW INSPECTION

TRADEMARK

900155258

REEL: 004153 FRAME: 0080

OP \$665.00 2381591

Registration Number:	3082369	LONGVIEW INSPECTION
Registration Number:	3082368	LONGVIEW INSPECTION
Registration Number:	3082366	LONGVIEW INSPECTION
Registration Number:	3082363	LONGVIEW INSPECTION
Registration Number:	3082332	CANSPEC
Registration Number:	3082331	CANSPEC
Registration Number:	3079619	CANSPEC
Registration Number:	3082330	CANSPEC
Registration Number:	3082328	CANSPEC
Registration Number:	3079617	CANSPEC
Registration Number:	3161824	ROCKWOOD SERVICE CORPORATION
Registration Number:	3167647	ROCKWOOD SERVICE CORPORATION
Registration Number:	3167646	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161823	ROCKWOOD SERVICE CORPORATION
Registration Number:	3156783	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161822	ROCKWOOD SERVICE CORPORATION
Serial Number:	77867041	A HIGHER LEVEL OF RELIABILITY

CORRESPONDENCE DATA

Fax Number: (214)855-8200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-855-8000
Email: cholland@fulbright.com
Correspondent Name: Linda M. Merritt
Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	39043-X00001-10913237
NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	02/22/2010

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of December 31, 2009 (this "Agreement"), among ROCKWOOD SERVICE CORPORATION, a Delaware corporation ("Rockwood"), ACUREN INSPECTION, INC., a Delaware corporation ("Acuren"), ACUREN USA, INC., a Delaware corporation ("AUSA"), SPERRY RAIL, INC., a Delaware corporation ("Sperry"), U.S. INSPECTIONS SERVICES, INC., a Delaware corporation ("USIS"), and WIT PIPELINE INSPECTION, INC., a Wisconsin corporation ("WIT" and together with Rockwood, Acuren, AUSA, Sperry and USIS, each, a "Grantor" and collectively the "Grantors") and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (as defined below).

Reference is made to (a) the Credit Agreement dated as of December 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Lenders from time to time party thereto (the "Lenders" and, together with any other holder of Secured Obligations, the "Secured Parties") and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and (b) the Pledge and Security Agreement dated as of December 31, 2009 (the "Security Agreement"), among the Grantors and the Administrative Agent. The execution and delivery of this Agreement is a condition precedent to the closing under the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Security Agreement or the Credit Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, granted to the Administrative Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

- (a) all letters patent of the United States and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "Patents");
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents,

including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) any written United States license agreement of such Grantor with any Person granting to any third party any right to make, use or sell any invention covered by a patent, now or hereafter owned by such Grantor or that the Grantor otherwise has the right to license, or granting to such Grantor any right to make, use or sell any invention covered by a patent, now or hereafter owned by any third party, and all rights of such Grantor under any such agreements, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses, including those listed on Schedule I hereto;

(d) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(d) all goodwill associated with or symbolized by the Trademarks; and

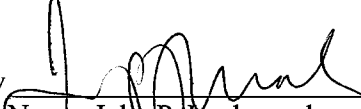
(e) any written U.S. license agreement of such Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses, including those listed on Schedule I hereto.

SECTION 3. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

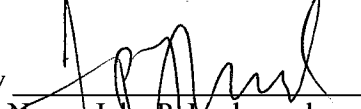
SECTION 4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

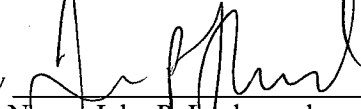
ROCKWOOD SERVICE CORPORATION

By 
Name: John P. Lockwood
Title: Vice President

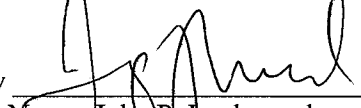
ACUREN INSPECTION, INC.

By 
Name: John P. Lockwood
Title: Vice President

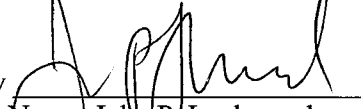
ACUREN USA, INC.

By 
Name: John P. Lockwood
Title: Vice President

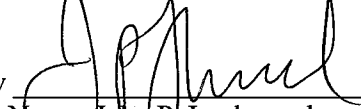
SPERRY RAIL, INC.

By 
Name: John P. Lockwood
Title: Vice President

U.S. INSPECTION SERVICES, INC.

By 
Name: John P. Lockwood
Title: Vice President


WIT PIPELINE INSPECTION, INC.

By 
Name: John P. Lockwood
Title: Vice President

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent,

by


Name: Anthony Eastman
Title: VP

SCHEDULE I

Patents; Trademarks

SEE SCHEDULE I ATTACHED

Rockwood Service Corporation and Affiliated Companies - IP Inventory

Owner	Country	Trademark/Patent	Goods/Services	Filing Date	Serial No.	Issue/Reg. Date	Regist. No.	Status	Int'l Class
RSC	U.S.	DESIGN MARK (PROFILE OF A RAILROAD RAIL)	Inspections and testing in the field of railroad track	11/24/1999	75840401	8/29/2000	2381591	Renewal due by 8/29/2010	IC 042 (Miscellaneous Services)
Sperry Rail, Inc.	U.S.	SPERRY	Non-Destructive inspection and flaw detection apparatus, supplies and materials used therewith	4/8/1964	72190581	8/9/1966	812493	Renewal due by 8/9/2016	Apparatus)
Sperry Rail, Inc.	U.S.	SPERRY (word + design mark)	Non-Destructive inspection and flaw detection apparatus, supplies and materials used therewith	4/8/1964	72190582	8/16/1966	812968	Renewal due by 8/16/2016	Apparatus)
RSC	U.S.	SPERRY RAIL SERVICE (words only)	Inspections and testing in the field of railroad track	11/24/1999	75840413	2/27/2001	2431195	Renewal due by 2/27/2011	IC 042 (Miscellaneous Services)
RSC	U.S.	SRS (words only)	Inspections and testing in the field of railroad track	11/24/1999	75840420	8/29/2000	2381593	Renewal due by 8/29/2010	IC 042 (Miscellaneous Services)
RSC	U.S.	SRS (words + Design mark)	Inspections and testing in the field of railroad track	11/24/1999	75840417	8/29/2000	2381592	Renewal due by 8/29/2010	IC 042 (Miscellaneous Services)
RSC	U.S.	ACUREN (standard character mark)	Materials Testing, inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	7/7/2005	78666026	3/25/2008	3403093	Section 8 & 15 due between 3/25/2013 and 3/25/2014.	IC 042 (Miscellaneous Services)
RSC	U.S.	LONGVIEW INSPECTION (words + design mark)	Materials Testing, inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	4/22/2005	78615086	4/11/2006	3079689	Section 8 & 15 due between 4/11/2011 and 4/11/2012.	IC 042 (Miscellaneous Services)
RSC	U.S.	LONGVIEW INSPECTION (words + design mark)	Educational classes, courses of instruction and training services in the field of materials engineering, testing, inspection, analysis and evaluation	4/22/2005	78615022	4/18/2006	3082370	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 041 (Education and Entertainment Services)
RSC	U.S.	LONGVIEW INSPECTION (words + design mark)	Licensing of Computer Software	4/22/2005	78614959	4/18/2006	3082369	Section 8 & 15 due between 4/18/2011 and	IC 035 (Advertising and Business Services)
RSC	U.S.	LONGVIEW INSPECTION (standard character mark)	Materials Testing, inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	4/22/2005	78614912	4/18/2006	3082368	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 042 (Miscellaneous Services)
RSC	U.S.	LONGVIEW INSPECTION (standard character mark)	Educational classes, courses of instruction and training services in the field of materials engineering, testing, inspection, analysis and evaluation	4/22/2005	78614801	4/18/2006	3082366	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 041 (Education and Entertainment Services)
RSC	U.S.	LONGVIEW INSPECTION (standard character mark)	Licensing of Computer Software	4/22/2005	78614665	4/18/2006	3082363	Section 8 & 15 due between 4/18/2011 and	IC 035 (Advertising and Business Services)
RSC	U.S.	CANSPEC (words + design mark)	Materials Testing, inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	4/20/2005	78613336	4/18/2006	3082332	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 042 (Miscellaneous Services)

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Rockwood Service Corporation Status Report

SCHEDULE I

Owner	Country	Trademark/Patent	Goods/Services	Filing Date	Serial No.	Issue/Reg. Date	Regist. No.	Status	Int'l Class
RSC	U.S.	CANSPEC (words + design mark)	Educational classes, courses of instruction and training services in the field of materials engineering, testing, inspection, analysis and evaluation	4/20/2005	78613325	4/18/2006	3082331	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 041(Education and Entertainment Services)
RSC	U.S.	CANSPEC (words + design mark)	Licensing of Computer Software	4/20/2005	78613315	4/11/2006	3079619	Section 8 & 15 due between 4/11/2011 and 4/11/2012.	IC 035 (Advertising and Business Services)
RSC	U.S.	CANSPEC (standard character mark)	Materials Testing, Inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	4/20/2005	78613309	4/18/2006	3082330	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 042 (Miscellaneous Services)
RSC	U.S.	CANSPEC (standard character mark)	Educational classes, courses of instruction and training services in the field of materials engineering, testing, inspection, analysis and evaluation	4/20/2005	78613303	4/18/2006	3082328	Section 8 & 15 due between 4/18/2011 and 4/18/2012.	IC 041(Education and Entertainment Services)
RSC	U.S.	CANSPEC (standard character mark)	Licensing of Computer Software	4/20/2005	78613294	4/11/2006	3079617	Section 8 & 15 due between 4/11/2011 and 4/11/2012.	IC 035 (Advertising and Business Services)
RSC	U.S.	ROCKWOOD SERVICE CORPORATION (words + design mark)	Materials Testing, Inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	4/20/2005	78613276	10/24/2006	3161824	Section 8 & 15 due between 10/24/2011 and 10/24/2012.	IC 042 (Miscellaneous Services)
RSC	U.S.	ROCKWOOD SERVICE CORPORATION (words + design mark)	Educational and training services, namely, providing classes and courses of instruction in the field of materials engineering, testing, inspection, analysis and evaluation	4/20/2005	78613257	11/7/2006	3167647	Section 8 & 15 due between 11/07/2011 and 11/07/2012.	IC 041 (Education and Entertainment Services)
RSC	U.S.	ROCKWOOD SERVICE CORPORATION (words + design mark)	Licensing of Computer Software	4/20/2005	78613244	11/7/2006	3167646	Section 8 & 15 due between 11/07/2011 and 11/07/2012.	IC 035 (Advertising and Business Services)
RSC	U.S.	ROCKWOOD SERVICE CORPORATION (standard character mark)	Materials Testing, Inspection, analysis and evaluation; engineering services performed in association with Materials testing and inspection	4/20/2005	78613230	10/24/2006	3161823	Section 8 & 15 due between 10/24/2011 and 10/24/2012.	IC 042 (Miscellaneous Services)

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Rockwood Service Corporation Status Report

SCHEDULE I

Owner	Country	Trademark/Patent	Goods/Services	Filing Date	Serial No.	Issue/Reg. Date	Regist. No.	Status	Int'l Class
RSC	U.S.	ROCKWOOD SERVICE CORPORATION (standard character mark)	Educational and training services, namely, providing classes and courses of instruction in the field of materials engineering, testing, inspection, analysis and evaluation	4/20/2005	78613190	10/17/2006	3156783	Section 8 & 15 due between 10/17/2011 and 10/17/2012.	IC 041 (Education and Entertainment Services)
RSC	U.S.	ROCKWOOD SERVICE CORPORATION (standard character mark)	Licensing of Computer Software	4/20/2005	78613140	10/24/2006	3161822	Section 8 & 15 due between 10/24/2011 and 10/24/2012.	IC 035 (Advertising and Business Services)
RSC	U.S.	A HIGHER LEVEL OF RELIABILITY	Education, training, and certification services in the field of materials testing, inspection, analysis, evaluation and reporting.	11/6/2009	77/86704	Pending		Pending	IC 041
Sperry Rail, Inc.	Belux	SPERRY	(1) Licensing of Computer software; (2) Educational and Training Services in the fields of metallurgical and polymer engineering, testing, inspection, analysis and evaluation; (3) metallurgical and polymer testing, inspection analysis and evaluation; metallurgical and polymer engineering services performed in association with metallurgical and polymer testing and inspection	12/31/1971	586605	12/31/1971	105909	Renewal due by 12/31/2009	IC 037 (Building construction; repair; installation services); 041 (education; providing of training, entertainment, sporting and cultural activities); 042 (scientific and technological services,
Sperry Rail, Inc.	Belux	SPERRY and Design		12/31/1971	586604	12/31/1971	105908	Renewal due by 12/31/2009	IC 037 (Building construction; repair; installation services); 041 (education; providing of training, entertainment, sporting and cultural activities); 042 (scientific and technological services,
RSC	Canada	ACUREN		7/22/2005	126587300	4/18/2008			IC 037 (Building construction; repair; installation services); 041 (education; providing of training, entertainment, sporting and cultural activities); 042 (scientific and technological services,
RSC	Canada	A HIGHER LEVEL OF RELIABILITY	Education, training, and certification services in the field of materials testing, inspection, analysis, evaluation and reporting.	11/6/2009				Application Pending	IC 041
Sperry Rail, Inc.	U.S.	SPERRY X-FIRE	Method of and an apparatus for in situ ultrasonic rail inspection of a railroad rail.	5/15/2008	12/120759			Application pending	
Sperry Rail, Inc.	Intl	SPERRY X-FIRE	Method of and an apparatus for in situ ultrasonic rail inspection of a railroad rail.	11/19/2009	WO 2009 /140446			Application pending	
Sperry Rail, Inc.	Canada	Side-Looker	Ultrasonic side-looker for rail head flaw detection		2155197			Renewal due 3/11/2010	
Sperry Rail, Inc.	Canada	Automatic carriage alignment	Automatic carriage alignment		2396572			Renewal due 1/5/2010	

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