

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		10/26/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sperry Rail, Inc.		
Street Address:	46 Shelter Rock Road		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0812493	SPERRY	
Registration Number:	0812968	SPERRY	
CORRESPONDENCE DATA			
Fax Number:	8046982230		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	804-775-1166		
Email:	jpeyton@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton		
Address Line 1:	901 East Cary Street		
Address Line 2:	One James Center		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
ATTORNEY DOCKET NUMBER:	2007049-0090		
NAME OF SUBMITTER:	Janet P. Peyton		

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Signature:	/Janet P. Peyton/
Date:	12/17/2012
Total Attachments: 3 source=Release of Security Interest to Sperry Rail#page1.tif source=Release of Security Interest to Sperry Rail#page2.tif source=Release of Security Interest to Sperry Rail#page3.tif	

RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made as of October 26, 2011 ("Effective Date") by and 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 agent ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Patent and Trademark Security Agreement by Grantors in favor of Grantee dated December 31, 2009 (the "IP Security Agreement"), each Grantor granted to Grantee a continuing security interest in and to all of each such Grantor's right, title and interest in and to all of the patents and applications to register patents (the "Patents") including, without limitation, the United States patent registrations set forth on Schedule A attached hereto;

WHEREAS, pursuant to the terms and conditions of the IP Security Agreement, each Grantor granted to Grantee a continuing security interest in and to all of each such Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by each such Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on February 22, 2010 at Reel 023968, Frame 0372 and at Reel 004153, Frame 0080;

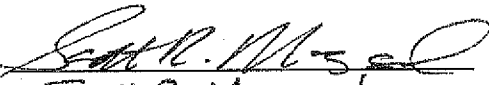
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels and releases any and all security interests it has against the Patents and the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Patents or Trademarks.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Scott R. Maggard
Title: Underwriter III

SCHEDULE I
to Sperry Rail Trademark Security Agreement

<u>Item A – TRADEMARKS (USA)</u>		
<u>Title</u>	<u>Serial Number/ Registration Number</u>	<u>File Date/ Registration Date</u>
SPERRY	72-190,581 812,493	04/08/1964 08/09/1966 RENEWED 08/09/2006
SPERRY	72-190,582 812,968	04/08/1964 08/16/1966 RENEWED 08/16/2006
SPERRY	1,222,097	12/28/1982
AM	1,181,924	12/15/1981
AGTL	1,299,148	10/02/1984
CONAM INSPECTION	1,517,630	12/20/1988

<u>Item A – TRADEMARKS (Foreign)</u>		
<u>Title</u>	<u>Serial Number/ Registration Number</u>	<u>File Date/ Registration Date</u>
		None

Item B. Trademark Licenses

<u>Country or Territory*</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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N/A

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.