

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		03/13/2015	Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 W WT Harris Blvd		
Internal Address:	Attn: Agency Services - Bruce Frye		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	73094953	FURMANITE	
Serial Number:	77052810	INVATEC	
Serial Number:	75499029	TORQUE TAMER	
Serial Number:	85238932	SLM	
Serial Number:	73507487	TREVITEST	
Serial Number:	78282842	SMARTSHIM	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-661-7324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Ave, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	WEL554/26010		
NAME OF SUBMITTER:	Shannon Bertino		

OP \$165.00 73094953

SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	03/20/2015
Total Attachments: 7 source=Furmanite - Trademark#page1.tif source=Furmanite - Trademark#page2.tif source=Furmanite - Trademark#page3.tif source=Furmanite - Trademark#page4.tif source=Furmanite - Trademark#page5.tif source=Furmanite - Trademark#page6.tif source=Furmanite - Trademark#page7.tif	

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

THIS ASSIGNMENT OF TRADEMARK SECURITY INTEREST (this "Assignment") is made and entered into as of March 13, 2015, by JPMorgan Chase Bank, N.A., as the predecessor administrative agent (in such capacity, "Assignor"), in favor of Wells Fargo Bank, National Association, as the successor administrative agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to that certain Guarantee and Collateral Agreement, dated as of March 5, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Furmanite Worldwide Inc., Furmanite America, Inc., Furmanite US GSG LLC, Self Leveling Machines, Inc., Furmanite International Limited (each a "Grantor", and, collectively, the "Grantors"), the other grantors party thereto and Assignor;

WHEREAS, pursuant to (i) the Guaranty and Collateral Agreement and (ii) those certain Grants of Security Interest in Trademarks more specifically described in Schedule 1 attached hereto and made a part hereof (collectively, the "Trademark Security Agreements"), each Grantor has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under its respective Trademarks (as such term is defined in each respective Trademark Security Agreement) which are more particularly described opposite each respective Grantor's name on Exhibit A attached hereto;

WHEREAS, pursuant to that certain Second Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement, dated as of March 13, 2015 (the "Second Amendment"), among the Grantors, certain of its affiliates party thereto, Assignor and Assignee, Assignor has resigned as administrative agent under that certain Credit Agreement dated as of March 5, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among Furmanite Worldwide, Inc., certain of its subsidiaries party thereto, Assignor and other lenders party thereto, and other related loan documents, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Guarantee and Collateral Agreement and the Trademark Security Agreements, including, without limitation, Assignor's security interest in, and lien on, the Trademarks (as such term is defined in the Trademark Security Agreements).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this agreement and not otherwise defined herein shall have the meanings specified in the Guarantee and Collateral Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the benefit of the Secured Parties all of its right, title and interest in, to and under the Guarantee and Collateral Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademarks (as such term is defined in the Trademark Security Agreements), and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreements, and each Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademarks (as such term is defined in the Trademark Security Agreements) to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademarks (as such term is defined in the Trademark Security Agreements) are more fully set forth in the Guarantee and Collateral Agreement and the Trademark Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

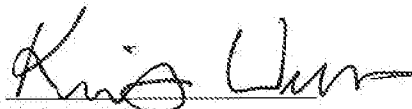
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., as the predecessor
administrative agent

By: 
Name: Kristen Wells
Title: Senior Underwriter - MM

ACCEPTED AND AGREED

As of the date above first written:

GRANTORS:

FURMANITE WORLDWIDE, INC.,
as Grantor

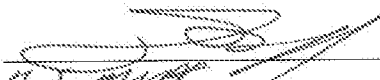
By: 
Name: *FWS MUSA*
Title: *Director*

FURMANITE AMERICA, INC,
as Grantor

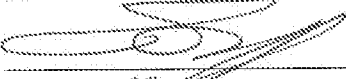
By: 
Name: *FWS MUSA*
Title: *Director*

FURMANITE LOUISIANA, LLC,
formerly known as Furmanite US GSG LLC,
as Grantor

By: Furmanite America, Inc., its sole member

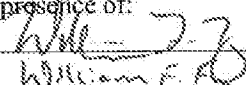
By: 
Name: *FWS MUSA*
Title: *Director*

SELF LEVELING MACHINES, INC.,
as Grantor

By: 
Name: *FWS MUSA*
Title: *Director*

FURMANITE INTERNATIONAL LIMITED,
as Grantor

Acting by: 
Name: *FWS MUSA*
Title: *Director*

In the presence of: 
Name: *William F. Pugh*
Title: *Vice President*

SCHEDULE 1

TRADEMARK SECURITY AGREEMENTS

1. Furmanite America, Inc. to JPMorgan Chase Bank, N.A., as Administrative Agent recorded with the United States Patent and Trademark Office on March 27, 2012 at Reel/Frame No. 4754/0607.
2. Furmanite US GSG LLC to JPMorgan Chase Bank, N.A., as Administrative Agent recorded with the United States Patent and Trademark Office on March 27, 2012 at Reel/Frame No. 4754/0589.
3. Furmanite Worldwide, Inc. to JPMorgan Chase Bank, N.A., as Administrative Agent recorded with the United States Patent and Trademark Office on March 27, 2012 at Reel/Frame No. 4754/0595.
4. Self Leveling Machines, Inc. to JPMorgan Chase Bank, N.A., as Administrative Agent recorded with the United States Patent and Trademark Office on March 27, 2012 at Reel/Frame No. 4754/0601.
5. Furmanite International Limited to JPMorgan Chase Bank, N.A., as Administrative Agent recorded with the United States Patent and Trademark Office on September 21, 2012 at Reel/Frame No. 4869/0926.

EXHIBIT A

TRADEMARKS

Grantor	Serial No.	Registration No.	Word Mark
Furmanite America, Inc.	73094953	1080023	FURMANITE
Furmanite US GSG LLC	77052810	3285237	INVATEC
Furmanite Worldwide, Inc.	75499029	2448122	TORQUE TAMER
Self Leveling Machines, Inc.	85238932	4089978	SLM
Furmanite International Limited	73507487	1416446	TREVITEST
Furmanite International Limited	78282842	3382686	SMARTSHIM