

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team, Inc.		07/07/2015	CORPORATION: DELAWARE
Team Industrial Services, Inc.		07/07/2015	CORPORATION: DELAWARE
Quest Integrity USA, LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
Qualspec Group LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-04		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1949868	TEAM	
Registration Number:	3950193	TEAM INDUSTRIAL SERVICES	
Registration Number:	3644210	FEACRACK	
Registration Number:	3644211	FEAFLAW	
Registration Number:	3648102	LIFEQUEST	
Registration Number:	4704384	QS	
Serial Number:	85901513	ALL TECH INSPECTION	
Serial Number:	85901530	IESCO	
Serial Number:	85901537	TC	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214,745.5370		

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TRADEMARK

Email: jmuennink@winstead.com
Correspondent Name: Jan Muennink c/o Winstead PC
Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER: 9766-1098

NAME OF SUBMITTER: Jan Muennink

SIGNATURE: /Jan Muennink/

DATE SIGNED: 07/13/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of July 7, 2015, is made between Team, Inc., a Delaware corporation (“*Borrower*”), Team Industrial Services, Inc., a Delaware corporation (“*Team Industrial*”), Quest Integrity USA, LLC, a Delaware limited liability company (“*Quest Integrity USA*”), Qualspec Group LLC, a Delaware limited liability company (“*Qualspec Group*”) (Borrower, Team Industrial, Quest Integrity USA, and Qualspec Group, each a “*Grantor*” and, collectively, the “*Grantors*”), and Bank of America, N.A., as Administrative Agent (“*Secured Creditor*”), for each of the Secured Parties.

Background.

Borrower, the Guarantors party thereto (including Team Industrial, Quest Integrity USA, and Qualspec Group), Administrative Agent and the Lenders party thereto are party to the Third Amended and Restated Credit Agreement dated as of July 7, 2015 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the “*Credit Agreement*”).

In connection with the Credit Agreement, each Grantor is party to the Third Restated Security Agreement dated as of July 7, 2015 (such agreement, together with all amendments and restatements thereto, the “*Security Agreement*”).

Pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to Secured Creditor a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Each Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make the Credit Extensions under the Credit Agreement and to extend other credit accommodations under the Loan Documents and the other Secured Parties to extend other financial accommodations to Grantors and the other Loan Parties, each Grantor hereby agrees with Secured Creditor, for its benefit and the benefit of other Secured Parties, 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 incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, each Grantor hereby assigns to, and pledges and grants to Secured Creditor, for the benefit of Secured Parties, a security interest in the entire right, title, and interest of such Grantor in and to all of the following property, whether now owned or hereafter acquired or existing (the “Trademark Collateral”):

- (a) All Trademarks referred to in Schedule 1 attached hereto;
- (b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (c) all Proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Secured Creditor in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Creditor for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Creditor and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Creditor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


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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.

GRANTORS:

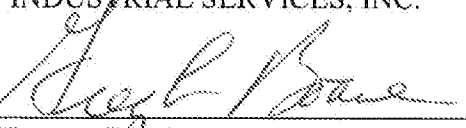
TEAM, INC.

By:


Name: Greg L. Boane
Title: Senior Vice President and Chief
Financial Officer

TEAM INDUSTRIAL SERVICES, INC.

By:


Name: Greg L. Boane
Title: Senior Vice President, Chief
Financial Officer and Treasurer

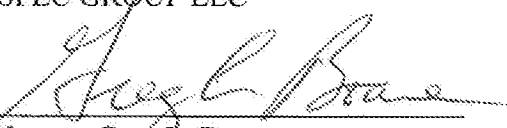
QUEST INTEGRITY USA, LLC

By:


Name: Ted W. Owen
Title: Treasurer

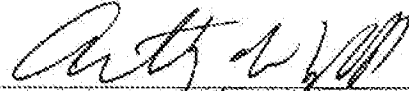
QUALSPEC GROUP LLC

By:


Name: Greg L. Boane
Title: Senior Vice President and Chief
Financial Officer

SECURED CREDITOR:

Bank of America, N.A., as Administrative Agent

By: 
Print Name: Anthony W. Kell
Print Title: Vice President

SCHEDULE 1
to Trademark Security Agreement

Registered Trademarks

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Team, Inc.	Registrant	TEAM	1949868	006 037 042	Metal leak repair clamps for pipelines and conduits; installation, repair and maintenance of pipelines, sealing devices, conduits, joints and connections for pipelines or other conduits; monitoring of pipeline leaks and emissions	01/23/96
Team Industrial Services, Inc.	Registrant	TEAM INDUSTRIAL SERVICES	3950193	037	Maintenance, inspection and repair of high-temperature and high pressure piping systems and vessels conducted by means of leak sealing....	04/26/11
Quest Integrity USA, LLC	Assignee	FEACrack	3,644,210	9	Software for automating computational fracture mechanics analyses of components in the aerospace, energy, manufacturing, petroleum, refining, petrochemical, transportation, and pipeline industries	6/23/09
Quest Integrity USA, LLC	Assignee	FEAflaw	3,644,211	9	Software for automating computational analyses of pressure vessel and piping components in the energy, manufacturing, petroleum, refining, petrochemical, and pipeline industries	6/23/09

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered
Quest Integrity USA, LLC	Assignee	LifeQuest	3,648,102	9	Software used for performing remaining life and fitness-for-service assessment performed on critical assets in the aerospace, energy, petroleum, refining, petrochemical, pipeline, pulp and paper, and pharmaceutical industries	6/30/09
Qualspec Group LLC	Owner	QS	4704384	INT. CL. 35, INT. CL. 37, INT. CL. 42	<p>INT. CL. 35 BUSINESS SERVICES, NAMELY, INDUSTRIAL PLANT MANAGEMENT SERVICES FOR OTHERS</p> <p>INT. CL. 37 REPAIR SERVICES FOR THE PETROLEUM, PETROCHEMICAL AND POWER INDUSTRIES, NAMELY, REPAIR OF PIPELINES</p> <p>INT. CL. 42 NONDESTRUCTIVE EXAMINATION SERVICES IN THE NATURE OF TECHNICAL, MECHANICAL, AND INSPECTION SERVICES FOR THE PETROLEUM, PETROCHEMICAL AND POWER INDUSTRIES, NAMELY, ACOUSTIC EMISSION TESTING, DYE AND LIQUID PENETRANT EXAMINATION, ELECTROMAGNETIC TESTING, GUIDED WAVE TESTING, INFRARED THERMOGRAPHY, LEAK TESTING, POSITIVE MATERIAL IDENTIFICATION, RADIOGRAPHIC TESTING USING SPECIALIZED TECHNIQUES FOR SPECIFIC DAMAGE MECHANISMS, VISUAL INSPECTION OF EQUIPMENT, MACHINERY, PIPELINES, REFINERIES, PLANTS, AND TANKERS, CODE COMPLIANCE INSPECTION SERVICES, TURNAROUND INSPECTION SERVICES, INSERVICE EQUIPMENT INSPECTIONS, AND DATA AUDITS OF SUCH INSPECTIONS PROVIDED IN CONNECTION THEREWITH</p>	3/17/2015

Trademark Applications

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application
Qualspec Group LLC	Owner	ALL TECH INSPECTION	85901513	INT. CL. 35, INT. CL. 42	<p>INT. CL. 35 BUSINESS SERVICES, NAMELY, INDUSTRIAL PLANT MANAGEMENT SERVICES FOR OTHERS</p> <p>INT. CL. 42 NONDESTRUCTIVE EXAMINATION SERVICES IN THE NATURE OF TECHNICAL, MECHANICAL, AND INSPECTION SERVICES FOR THE PETROLEUM, PETROCHEMICAL AND POWER INDUSTRIES, NAMELY, ACOUSTIC EMISSION TESTING, DYE AND LIQUID PENETRANT EXAMINATION, ELECTROMAGNETIC TESTING, GUIDED WAVE TESTING, INFRARED THERMOGRAPHY, LEAK TESTING, POSITIVE MATERIAL IDENTIFICATION, RADIOGRAPHIC TESTING USING SPECIALIZED TECHNIQUES FOR SPECIFIC DAMAGE MECHANISMS, VISUAL INSPECTION OF EQUIPMENT, MACHINERY, PIPELINES, REFINERIES, PLANTS, AND TANKERS, CODE COMPLIANCE INSPECTION SERVICES, TURNAROUND INSPECTION SERVICES, IN-SERVICE EQUIPMENT INSPECTIONS, AND DATA AUDITS OF SUCH INSPECTIONS PROVIDED IN CONNECTION THEREWITH</p>	4/11/2013

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application
Qualspec Group LLC	Owner	IESCO	85901530	INT. CL. 42	<p>INT. CL. 42 NONDESTRUCTIVE EXAMINATION SERVICES IN THE NATURE OF TECHNICAL, MECHANICAL, AND INSPECTION SERVICES FOR THE PETROLEUM, PETROCHEMICAL AND POWER INDUSTRIES, NAMELY, ACOUSTIC EMISSION TESTING, DYE AND LIQUID PENETRANT EXAMINATION, ELECTROMAGNETIC TESTING, GUIDED WAVE TESTING, INFRARED THERMOGRAPHY, LEAK TESTING, POSITIVE MATERIAL IDENTIFICATION, RADIOGRAPHIC TESTING USING SPECIALIZED TECHNIQUES FOR SPECIFIC DAMAGE MECHANISMS, VISUAL INSPECTION OF EQUIPMENT, MACHINERY, PIPELINES, REFINERIES, PLANTS, AND TANKERS, CODE COMPLIANCE INSPECTION SERVICES, TURNAROUND INSPECTION SERVICES, IN-SERVICE EQUIPMENT INSPECTIONS, AND DATA AUDITS OF SUCH INSPECTIONS PROVIDED IN CONNECTION THEREWITH</p>	4/11/2013

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application
Qualspec Group LLC	Owner	TC	85901537	INT. CL. 42	<p>INT. CL. 42 NONDESTRUCTIVE EXAMINATION SERVICES IN THE NATURE OF TECHNICAL, MECHANICAL, AND INSPECTION SERVICES FOR THE PETROLEUM, PETROCHEMICAL AND POWER INDUSTRIES, NAMELY, ACOUSTIC EMISSION TESTING, DYE AND LIQUID PENETRANT EXAMINATION, ELECTROMAGNETIC TESTING, GUIDED WAVE TESTING, INFRARED THERMOGRAPHY, LEAK TESTING, POSITIVE MATERIAL IDENTIFICATION, RADIOGRAPHIC TESTING USING SPECIALIZED TECHNIQUES FOR SPECIFIC DAMAGE MECHANISMS, VISUAL INSPECTION OF EQUIPMENT, MACHINERY, PIPELINES, REFINERIES, PLANTS, AND TANKERS, CODE COMPLIANCE INSPECTION SERVICES, TURNAROUND INSPECTION SERVICES, IN-SERVICE EQUIPMENT INSPECTIONS, AND DATA AUDITS OF SUCH INSPECTIONS PROVIDED IN CONNECTION THEREWITH</p>	4/11/2013

TRADEMARK

REEL: 005575 FRAME: 0565

RECORDED: 07/13/2015