

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM386780

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Furmanite Worldwide, Inc.		05/31/2016	Corporation: DELAWARE
Furmanite America, Inc.		05/31/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	700 Louisiana Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1080023	FURMANITE	
<b>Registration Number:</b>	2448122	TORQUE TAMER	
<b>Registration Number:</b>	1416446	TREVITEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-745-5226		
<b>Email:</b>	AWALKER@WINSTEAD.COM		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	P. O. Box 131851		
<b>Address Line 4:</b>	DALLAS, TEXAS 75313-1851		
<b>ATTORNEY DOCKET NUMBER:</b>	9766-1098 Furmanite		
<b>NAME OF SUBMITTER:</b>	Andrea Walker		
<b>SIGNATURE:</b>	/Andrea Walker/		
<b>DATE SIGNED:</b>	06/06/2016		
<b>Total Attachments: 5</b>			

CH \$90.00 1080023

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of May 31, 2016, is made between Furmanite Worldwide, Inc., a Delaware corporation, and Furmanite America, Inc., a Virginia corporation (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.

Team, Inc. (“*Borrower*”), the Guarantors party thereto (including Grantors), 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 continue 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:

FURMANITE WORLDWIDE, INC.

By: William Fry  
Name: William Fry  
Title: Vice President and Assistant Secretary

FURMANITE AMERICA, INC.

By: William Fry  
Name: William Fry  
Title: Vice President and Assistant Secretary

SECURED CREDITOR:

BANK OF AMERICA, N.A., as Administrative  
Agent

By: 

Name: Adam Rose

Title: SVP

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
Furmanite America, Inc.	Owner	FURMANITE	1080023	037	103	12/20/1977
Furmanite Worldwide, Inc.	Owner	TORQUE TAMER	2448122	007	013, 019, 021, 023, 031, 034, 035	05/01/2001
Furmanite Worldwide, Inc.	Owner	TREVITEST	1416446	009	013, 026	11/11/1986

TRADEMARK

REEL: 005806 FRAME: 0851

RECORDED: 06/06/2016