

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockwood Service Corporation		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Mail Code NC1-001-05-45 - 5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4778134	CODEWEST	
Registration Number:	4583695	WORLDSPEC	
Registration Number:	4728647	WORLDSPEC	
Registration Number:	4474058	CODEWEST	
Registration Number:	4712765	ACUVIEW	
Registration Number:	4121036	HELLIER	
Registration Number:	3810426	A HIGHER LEVEL OF RELIABILITY	
Registration Number:	3403093	ACUREN	
Registration Number:	3161823	ROCKWOOD SERVICE CORPORATION	
Registration Number:	3161824	ROCKWOOD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		

CH \$265.00 4778134

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	042525-0198
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/20/2019
Total Attachments: 7 source=Accelerate - US IP Security Agreement Executed (002)#page1.tif source=Accelerate - US IP Security Agreement Executed (002)#page2.tif source=Accelerate - US IP Security Agreement Executed (002)#page3.tif source=Accelerate - US IP Security Agreement Executed (002)#page4.tif source=Accelerate - US IP Security Agreement Executed (002)#page5.tif source=Accelerate - US IP Security Agreement Executed (002)#page6.tif source=Accelerate - US IP Security Agreement Executed (002)#page7.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 20, 2019, (this "Agreement"), by Rockwood Service Corporation, a Delaware corporation and Acuren Inspection Inc., a Delaware corporation (each, a "Grantor") in favor of Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacity, the "Administrative Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement (as defined below)) have extended credit to the Borrower (as defined in Credit Agreement) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among ASP Acuren Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), ASP Acuren Merger Sub, Inc., a Delaware corporation ("MergerSub"), and following the consummation of the Accelerate Acquisition (as defined therein), Rockwood Service Corporation, a Delaware corporation ("Rockwood" and, together with MergerSub prior to the consummation of the Accelerate Acquisition, and Rockwood as successor by merger to MergerSub after giving effect to the Accelerate Acquisition, the "Borrower"), the Lenders from time to time party thereto, the Issuing Banks (as defined in the Credit Agreement) party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01(a) and 5.14(a) of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks (excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance by the U.S. Patent and Trademark Office or other applicable Governmental Authority of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use (or similar) Trademark application (or any Trademark registration resulting therefrom) under applicable federal law), including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office or Canadian Intellectual Property Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office or the Canadian Intellectual Property Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case (A), (B), (C) and (D), to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more 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.

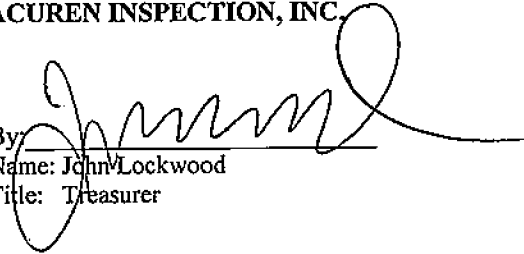
SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

**ROCKWOOD SERVICE CORPORATION
ACUREN INSPECTION, INC.**




By 
Name: John Lockwood
Title: Treasurer


[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 006822 FRAME: 0929**

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	JURISDICTION
Rockwood Service Corporation	4778134		United States
Rockwood Service Corporation	4583695	WORLDSPEC	United States
Rockwood Service Corporation	4728647		United States
Rockwood Service Corporation	4474058	CODEWEST	United States
Rockwood Service Corporation	4712765	ACUVIEW	United States
Rockwood Service Corporation	4121036	HELLIER	United States
Rockwood Service Corporation	3810426	A HIGHER LEVEL OF RELIABILITY	United States
Rockwood Service Corporation	3403093	ACUREN	United States
Rockwood Service Corporation	3161823	ROCKWOOD SERVICE CORPORATION	United States
Rockwood Service Corporation	3161824		United States
Rockwood Service Corporation	Registered App 1478042 App 22-APR-2010 Reg TMA800737 Reg 26-JUN-2011	A HIGHER LEVEL OF RELIABILITY	Canada
Rockwood Service Corporation	Registered App 1565902 App 24-FEB-2012 Reg TMA975439 Reg 11-JUL-2017	ACUVIEW	Canada
Rockwood Service Corporation	Registered App 10707973 App 18-DEC-2014 Reg TMA961205 Reg 27-JAN-2017	TACTEN	Canada
Rockwood Service Corporation	Registered App 1539864 App 16-AUG-2011 Reg TMA843817	ACUREN	Canada

	Reg 19-FEB-2013		
Rockwood Service Corporation	Registered App 1707974 App 18-DEC-2014 Reg TMA961000 Reg 25-JAN-2017	TACTEN & Design 	Canada

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK	JURISDICTION
ACUREN INSPECTION, INC.	88/040554	ACUREN MOISTURE DETECTION IMAGING	United States
ACUREN INSPECTION, INC.	88/040583	ACUREN MDI	United States
ACUREN INSPECTION, INC.	Formalized (Pending) App 1918634 App 06-SEP-2018	ACUREN MOISTURE DETECTION IMAGING	Canada
ACUREN INSPECTION, INC.	Formalized (Pending) App 1918638 App 06-SEP-2018	ACUREN MDI	Canada

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.