

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557401

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: TEXAS
Furmanite Worldwide, LLC,		07/07/2015	Limited Liability Company: DELAWARE
Rocket Acquisition, LLC		07/07/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	2380 Performance Drive
Internal Address:	Mail Code: TX2-094-03-23 Building C
City:	Richardson
State/Country:	TEXAS
Postal Code:	75082
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5217871	TEAM QUALSPEC
Registration Number:	2130380	ELDACS
Registration Number:	5610415	TEAM
Registration Number:	4579878	SMARTHEAT
Registration Number:	4335697	SMARTHEAT
Registration Number:	2227740	COOPERHEAT
Registration Number:	5155172	TEAM FURMANITE
Registration Number:	4704184	QUALSPEC

CORRESPONDENCE DATA

Fax Number: 7137547550

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.

Phone: 7133743550

Email: sheffieldl@gtlaw.com

TRADEMARK

Correspondent Name: Lucresha Sheffield
Address Line 1: 1000 Louisiana St
Address Line 2: Suite 1700
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Lucresha M. Sheffield

SIGNATURE: /Lucresha M. Sheffield/

DATE SIGNED: 01/14/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of August 30, 2019, is made between Team, Inc., a Delaware corporation ("*Borrower*"), Team Industrial Services, Inc., a Texas corporation ("*TISI*"), Furmanite Worldwide, LLC, a Delaware limited liability company, ("*Furmanite*"), and Rocket Acquisition, LLC, a Delaware limited liability company ("*Rocket*"; together with Borrower, TISI, and Furmanite, 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 TISI, Furmanite, and Rocket), 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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.
TEAM INDUSTRIAL SERVICES, INC.
FURMANITE WORLDWIDE LLC
ROCKET ACQUISITION, LLC

By: 

Name: Susan M. Ball

Title: Executive Vice President, Chief Financial
Officer and Treasurer

SECURED CREDITOR:

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

By: Melissa Mullis
Name: Melissa Mullis
Title: Assistant 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 QUALSPEC	5217871	035 037 042	[035] industrial plant management services for others. [037] repair services for the petroleum, petrochemical and power industries, namely repair of pipelines. [042] nondestructive examination services, technical, mechanical and inspection services for equipment, machinery, pipelines, refineries, plants and tankers 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, specialized techniques for specific damage mechanisms, visual inspection, code compliance inspection services, turnaround inspection services, in-service equipment inspections, and data audits of such inspections provided in connection therewith.	6/6/2017
Team, Inc.	Registrant	ELDACS	2130380	9	Computer programs for the purpose of managing equipment leak data for fugitive emissions control programs.	1/20/1988

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 Industrial Services, Inc.	Registrant	TEAM INDUSTRIAL SERVICES (design-blue TEAM logo)	5610415	037 040 042	[37] Pipeline construction and maintenance; pipeline installation and repair; installation, repair and maintenance of pipelines, sealing devices, conduits, joints and connections for pipelines or other conduits; maintenance and repair of pipelines, high-temperature and high-pressure piping systems and vessels. [40] Metal heat treating services by means of electrical resistance; metal heat treating services by means of combustion; metal heat treating services by means of induction. [42] Pipeline inspection services; inspection services, namely, detection of leaks in pipelines, tanks, vessels, and sealing devices, and joints and connections for pipelines or other conduits.	11/20/2018
Team Industrial Services, Inc.	Registrant	SMARTHEAT	4579878	40	Metal heat treating services by means of high and low voltage electrical resistance.	8/5/2014
Team Industrial Services, Inc.	Registrant	SMARTHEAT & Design	4335697	40	Metal heat treating services by means of high and low voltage electrical resistance.	5/14/2013
Team Industrial Services, Inc.	Registrant	COOPERHEAT	2227740	037	Installation, repair and maintenance of heating equipment for others in the commercial industry.	3/2/1999
Furmanite Worldwide, LLC (pursuant to conversion from Furmanite Worldwide, Inc.)	Owner	TEAM FURMANITE	5155172	037	Construction and repair services, namely, industrial and marine leak sealing services for others.	3/7/2017

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
Rocket Acquisition, LLC (pursuant to merger with Qualspec Group LLC)	Owner	QUALSPEC	4704184	035 037 042	<p>[35] Industrial plant management services for others.</p> <p>[37] Repair services for the petroleum, petrochemical and power industries, namely, repair of pipelines.</p> <p>[42] Nondestructive examination services, technical, mechanical and inspection services for equipment, machinery, pipelines, refineries, plants and tankers 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, specialized techniques for specific damage mechanisms, visual inspection, code compliance inspection services, turnaround inspection services, in-service equipment inspections, and data audits of such inspections provided in connection therewith.</p>	3/17/2015

TRADEMARK

REEL: 006837 FRAME: 0418

RECORDED: 01/14/2020