

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team, Inc.		02/11/2022	Corporation: DELAWARE
Team Industrial Services, Inc.		02/11/2022	Corporation: TEXAS
Quest Integrity USA, LLC		02/11/2022	Limited Liability Company: TEXAS
Rocket Acquisition, LLC		02/11/2022	Limited Liability Company: DELAWARE
Furmanite Worldwide, LLC		02/11/2022	Limited Liability Company: DELAWARE
Furmanite America, LLC		02/11/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Eclipse Business Capital LLC		
Street Address:	123 N. Wacker Drive		
Internal Address:	Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1080023	FURMANITE	
Registration Number:	5155172	TEAM FURMANITE	
Registration Number:	3644210	FEACRACK	
Registration Number:	3648102	LIFEQUEST	
Registration Number:	4824667	TC	
Registration Number:	4824666	IESCO	
Registration Number:	4806311	ALL TECH INSPECTION	
Registration Number:	4704184	QUALSPEC	
Registration Number:	6514232	TREVITESTX	
Registration Number:	6514230	TREVITEST	
Registration Number:	5610415	TEAM	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	4579878	SMARTHEAT
Registration Number:	4335697	SMARTHEAT
Registration Number:	3950193	TEAM INDUSTRIAL SERVICES
Registration Number:	5217871	TEAM QUALSPEC
Registration Number:	2130380	ELDACS
Registration Number:	1949868	TEAM

CORRESPONDENCE DATA

Fax Number:

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: 617-248-5000

Email: tadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2013013-0010

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 02/11/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made as of February 11, 2022, by and among (a)(i) **TEAM, INC.**, a Delaware corporation, (ii) **TEAM INDUSTRIAL SERVICES, INC.**, a Texas corporation, (iii) **QUEST INTEGRITY USA, LLC**, a Texas limited liability company, (iv) **ROCKET ACQUISITION, LLC**, a Delaware limited liability company, (v) **FURMANITE WORLDWIDE, LLC**, a Delaware limited liability company, (vi) **FURMANITE AMERICA, LLC**, a Virginia limited liability company (the entities referred to in this clause (a), collectively, the “Grantors” and each individually, a “Grantor”) and (b) **ECLIPSE BUSINESS CAPITAL LLC**, a Delaware limited liability company, acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 11, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), by and among (i) Team, Inc., a Delaware corporation, each other Person that is joined as a party thereto as a Borrower by executing the form of Joinder attached thereto (each, a “Borrower” and collectively and jointly and severally, the “Borrowers”), (ii) each of the Persons identified as a “Lender” on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a “Lender” and, collectively, the “Lenders”), and (iii) Agent, the Lenders and the other Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders and the other Secured Parties are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors and the other parties thereto shall have executed and delivered to the Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of February 11, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver to the Agent, for the benefit of each Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the

rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby unconditionally grants and pledges to the Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation relating to any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile

or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


6. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TEAM, INC.
TEAM INDUSTRIAL SERVICES, INC.
QUEST INTEGRITY USA, LLC
ROCKET ACQUISITION, LLC
FURMANITE WORLDWIDE, LLC
FURMANITE AMERICA, LLC

By: 

Name: André C. Bouchard

Title: Executive Vice President, Chief Legal Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ECLIPSE BUSINESS CAPITAL LLC

By: 

Name: John Whetstone

Title: EVP

SCHEDULE I
Trademark Registrations / Applications

Grantor	Country	Mark	Application / Registration Number	Application / Registration Date
Furmanite America, LLC	United States	FURMANITE	1080023	12/20/77
Furmanite Worldwide, LLC	United States	TEAM FURMANITE	5155172	3/7/17
Quest Integrity USA, LLC	United States	FEACRACK	3644210	6/23/09
Quest Integrity USA, LLC	United States	LIFEQUEST	3648102	6/30/09
Rocket Acquisition, LLC	United States	TC	4824667	10/6/15
Rocket Acquisition, LLC	United States	IESCO	4824666	10/6/15
Rocket Acquisition, LLC	United States	ALL TECH INSPECTION	4806311	9/8/15
Rocket Acquisition, LLC	United States	QUALSPEC	4704184	3/15/15
TEAM INDUSTRIAL SERVICES, INC.	United States	TREVTESTX	6514232	10/12/21
TEAM INDUSTRIAL SERVICES, INC.	United States	TREVTEST	6514230	10/12/21
TEAM INDUSTRIAL SERVICES, INC.	United States	TEAM	5610415	11/20/18
TEAM INDUSTRIAL SERVICES, INC.	United States	SMARTHEAT	4579878	8/5/14
TEAM INDUSTRIAL SERVICES, INC.	United States	SMARTHEAT	4335697	5/14/13
TEAM INDUSTRIAL SERVICES, INC.	United States	TEAM INDUSTRIAL SERVICES	3950193	4/26/11
Team, Inc.	United States	TEAM QUALSPEC	5217871	06/06/17

Team, Inc.	United States	ELDACS	2130380	01/20/98
Team, Inc.	United States	TEAM	1949868	01/23/96
TEAM INDUSTRIAL SERVICES, INC.	United States	ONEINSIGHT	90644875	4/14/21
TEAM INDUSTRIAL SERVICES, INC.	United States	SMARTSTOP	90666660	4/23/21

TRADEMARK

REEL: 007631 FRAME: 0688

RECORDED: 02/11/2022