

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Versa Integrity Group, Inc.		03/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street -5TH FLOOR		
Internal Address:	Mailcode NC1 - 001 -05 - 45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5758598	CARBON STEEL INSPECTION, INC VERSA INTEG	
Registration Number:	5395445	VERSA INTEGRITY GROUP	
Registration Number:	5390898	VERSA INTEGRITY GROUP	
Registration Number:	3285828	EZ-WAVE	
Registration Number:	3028900	TRIAX	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	042525-0198		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	03/10/2023		

CH \$140.00 5758598

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 9, 2023, (this "Agreement"), by Versa Integrity Group, Inc., a Delaware corporation (the "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 December 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time (including, without limitation, pursuant to the Joinder Agreement dated as of the date hereof), 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 Amended and Restated Credit Agreement, dated as of January 23, 2020, (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"), Rockwood Service Corporation, a Delaware corporation (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 5.12(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, the 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 the 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. The 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. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

[Signature Pages Follow]

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

VERSA INTEGRITY GROUP, INC.

By: 
Name: Talman Pizzey
Title: President

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	JURISDICTION
Versa Integrity Group, Inc.	5758598	CARBON STEEL INSPECTION, INC VERSA INTEGRITY GROUP	United States
Versa Integrity Group, Inc.	5395445	VERSA INTEGRITY GROUP	United States
Versa Integrity Group, Inc.	5390898	VERSA INTEGRITY GROUP	United States
Versa Integrity Group, Inc.	3285828	EZ-WAVE	United States
Versa Integrity Group, Inc.	3028900	TRIAX	United States

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE	JURISDICTION
Versa Integrity Group, Inc.	7,295,004	EDDY CURRENT PROBE AND METHOD OF MANUFACTURE THEREOF	United States

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.