

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 1 to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Team Industrial Services, Inc.		06/16/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eclipse Business Capital LLC		
<b>Street Address:</b>	333 West Wacker Drive		
<b>Internal Address:</b>	Suite 950		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97564334	INSERTVALVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6172485000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2013013-0010		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	06/20/2023		
<b>Total Attachments: 6</b>			
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**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

This **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made as of June 16, 2023, by and among (a) **TEAM INDUSTRIAL SERVICES, INC.**, a Texas corporation (the “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 Grantor 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 Grantor, among others, is 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, the 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**. The 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 the Grantor, 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. The 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.

GRANTOR:

TEAM INDUSTRIAL SERVICES, INC.,  
a Texas corporation

By:   
Name: André C. Bouchard  
Title: Executive Vice President, Chief Legal  
Officer and Secretary

*[Signature Page to Supplemental Trademark Agreement ]*

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**ECLIPSE BUSINESS CAPITAL LLC**

By:  \_\_\_\_\_

Name: John Whetstone

Title: EVP

[Signature Page to Supplement No. 1 to Trademark Security Agreement]

**TRADEMARK**

**REEL: 008103 FRAME: 0901**

**SCHEDULE I**

**Trademark Registrations / Applications**

Grantor	Country	Mark	Application / Registration Number	Application / Registration Date
TEAM INDUSTRIAL SERVICES, INC.	US	<u>INSERTVALVE</u>	97564334	08/25/22

**TRADEMARK**

**REEL: 008103 FRAME: 0902**

**RECORDED: 06/20/2023**