

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEAM, INC.		06/16/2023	Corporation: DELAWARE
FURMANITE AMERICA, LLC		06/16/2023	Limited Liability Company: VIRGINIA
ROCKET ACQUISITION, LLC		06/16/2023	Limited Liability Company: DELAWARE
TEAM INDUSTRIAL SERVICES, INC.		06/16/2023	Corporation: TEXAS
FURMANITE WORLDWIDE, LLC		06/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2130380	ELDACS	
Registration Number:	1080023	FURMANITE	
Registration Number:	4824666	IESCO	
Registration Number:	4704184	QUALSPEC	
Registration Number:	4579878	SMARTHEAT	
Registration Number:	4335697	SMARTHEAT	
Registration Number:	1949868	TEAM	
Registration Number:	5610415	TEAM	
Registration Number:	5155172	TEAM FURMANITE	
Registration Number:	3950193	TEAM INDUSTRIAL SERVICES	
Registration Number:	5217871	TEAM QUALSPEC	
Registration Number:	6514230	TREVITEST	
Registration Number:	6514232	TREVITESTX	

TRADEMARK

REEL: 008112 FRAME: 0813

900781991

CH \$415.00 2130380

Property Type	Number	Word Mark
Serial Number:	90666660	SMARTSTOP
Registration Number:	7001388	ONEINSIGHT
Serial Number:	97564334	INSERTVALVE

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Matthew S. Makover
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	129821.00001
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	06/27/2023

Total Attachments: 7
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page1.tif
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page2.tif
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page3.tif
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page4.tif
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page5.tif
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page6.tif
source=Team - Corre Trademark Security Agreement Executed Redated (002)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 16th day of June, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **CANTOR FITZGERALD SECURITIES**, 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, herein called the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT, dated as of June 16, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), among (i) Team, Inc., a Delaware corporation (the “Borrower”), (ii) each of the lenders 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 have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors and the other Obligors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of June 16, 2023 (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, Grantors are required to execute and deliver to 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(b) of the Guaranty and Security 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 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 such right, title and interest of such Grantor therein is now existing or hereafter arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks to which it is a party including those referred to on Schedule I and all renewals thereof;
- (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (c) the right to sue for past, present and future infringements and dilutions thereof;
- (d) the goodwill symbolized by the foregoing or connected therewith; and
- (e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (f) all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Security Interest is not granted in, and the Trademark Collateral does not include, any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations issuing therefrom under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use, such intent-to-use Trademark application shall be considered Trademark Collateral.

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 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 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. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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 telefacsimile 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 telefacsimile 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.

7. 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.

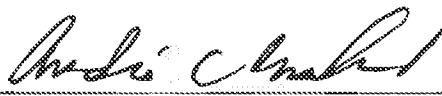
8. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Agent and not in its individual or corporate capacity. In acting hereunder, Agent shall have all of the rights, privileges and immunities of Agent set forth in the Credit Agreement and the other Loan Documents as though fully set forth herein.

[SIGNATURE PAGE FOLLOWS]


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., a Delaware corporation

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

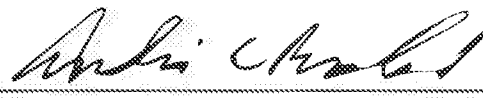
FURMANITE AMERICA, LLC,
a Virginia limited liability company

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

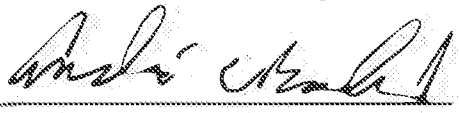
ROCKET ACQUISITION, LLC,
a Delaware limited liability company

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

TEAM INDUSTRIAL SERVICES, INC.,
a Texas corporation

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

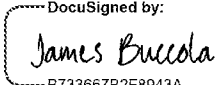
FURMANITE WORLDWIDE, LLC,
a Delaware limited liability company

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


AGENT:

**ACCEPTED AND
ACKNOWLEDGED BY:**

CANTOR FITZGERALD SECURITIES

By:  DocuSigned by:
B733667B2F8943A...
Name: James Buccola
Title: Head of Fixed Income

Legal Reviewed

 DS
Michael Bennett
Assistant GC

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Mark	Owner	Country	Date Filed	App. Number	Regist. Date	Regist. Number
<u>ELDACS</u>	TEAM, INC.	US	01/03/97	75221003	01/20/98	2130380
<u>FURMANITE</u>	FURMANITE AMERICA, LLC	US	07/29/76	73094953	12/20/77	1080023
<u>IESCO</u>	ROCKET ACQUISITION, LLC	US	04/11/13	85901530	10/06/15	4824666
<u>QUALSPEC</u>	ROCKET ACQUISITION, LLC	US	09/21/12	85735458	03/17/15	4704184
<u>SMARTHEAT</u>	TEAM INDUSTRIAL SERVICES, INC.	US	01/09/14	86161225	08/05/14	4579878
<u>SMARTHEAT</u> (+design)	TEAM INDUSTRIAL SERVICES, INC.	US	10/19/11	85451450	05/14/13	4335697
<u>TEAM (block letters)</u>	TEAM, INC.	US	08/31/92	74310224	01/23/96	1949868
<u>TEAM (block logo B&W)</u>	TEAM INDUSTRIAL SERVICES, INC.	US	03/15/18	87835973	11/20/18	5610415
<u>TEAM FURMANITE</u>	FURMANITE WORLDWIDE, LLC	US	07/12/16	87100875	03/07/17	5155172
<u>TEAM INDUSTRIAL SERVICES (design - blue TEAM logo)</u>	TEAM INDUSTRIAL SERVICES, INC.	US	04/22/10	85020279	04/26/11	3950193
<u>TEAM QUALSPEC</u>	Team, Inc.	US	10/28/16	87219460	06/06/17	5217871

Mark	Owner	Country	Date Filed	App. Number	Regist. Date	Regist. Number
<u>TREVITEST</u>	TEAM INDUSTRIAL SERVICES, INC.	US	08/13/20	90111869	10/12/21	6514230
<u>TREVITESTX</u>	TEAM INDUSTRIAL SERVICES, INC.	US	08/13/20	90112311	10/12/21	6514232
<u>SMARTSTOP</u>	TEAM INDUSTRIAL SERVICES, INC.	US	04/23/21	90666660	-	-
<u>OneInsight</u>	TEAM INDUSTRIAL SERVICES, INC.	US	04/14/21	90644875	03/14/2023	7001388
<u>INSERTVALVE</u>	TEAM INDUSTRIAL SERVICES, INC.	US	08/25/22	97564334	-	-
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	12/13/07	6435385	09/21/10	6435385
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	12/13/07	6435386	01/14/11	6435386
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	12/13/07	6435387	09/07/10	6435387
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	12/13/07	6435388	03/28/10	6435388
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	12/13/07	6435389	09/07/14	6435389
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	12/13/07	6435390	03/14/10	6435390
<u>FURMANITE</u>	Furmanite Worldwide, LLC	CN	06/29/10	8434271	08/21/14	8434271