

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Team, Inc.		12/18/2020	Corporation: DELAWARE
Team Industrial Services, Inc.		12/18/2020	Corporation: TEXAS
Quest Integrity USA, LLC		12/18/2020	Limited Liability Company: TEXAS
Rocket Acquisition, LLC		12/18/2020	Limited Liability Company: DELAWARE
Furmanite Worldwide, LLC		12/18/2020	Limited Liability Company: DELAWARE
Furmanite America, LLC		12/18/2020	Limited Liability Company: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	Citibank, N.A., as Agent
<b>Street Address:</b>	388 Greenwich Street
<b>Internal Address:</b>	26th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
<b>Registration Number:</b>	1080023	FURMANITE
<b>Registration Number:</b>	5155172	TEAM FURMANITE
<b>Registration Number:</b>	2448122	TORQUE TAMER
<b>Registration Number:</b>	3644210	FEACRACK
<b>Registration Number:</b>	3648102	LIFEQUEST
<b>Registration Number:</b>	4824667	TC
<b>Registration Number:</b>	4824666	IESCO
<b>Registration Number:</b>	4806311	ALL TECH INSPECTION
<b>Registration Number:</b>	4704384	QS
<b>Registration Number:</b>	4704184	QUALSPEC
<b>Serial Number:</b>	90112311	TREVITESTX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90111869	TREVITEST
Registration Number:	5610415	TEAM
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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	2142.032
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	12/18/2020

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of December, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CITIBANK, N.A., a national banking association, 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 **CREDIT AGREEMENT**, dated as of December 18, 2020 (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, and those additional Persons that are joined as a party thereto as borrowers by executing the form of joinder attached thereto (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), (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 Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Secured Parties are willing to make the financial accommodations to 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 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 December 18, 2020 (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, assigns, 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 now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; 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 or any Trademarks exclusively licensed under any Intellectual Property License, 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 under any Trademark Intellectual Property License.

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.

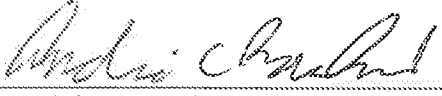
7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS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

**[SIGNATURE PAGE FOLLOWS]**

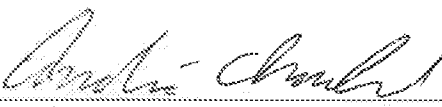
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**TEAM, INC.**, a Delaware corporation

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

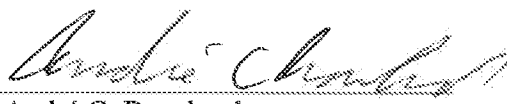
**TEAM INDUSTRIAL SERVICES, INC.**, a Texas corporation

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

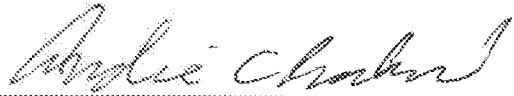
**QUEST INTEGRITY USA, LLC**, a Texas limited liability company

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

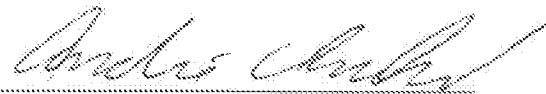
**ROCKET ACQUISITION, LLC**, a Delaware limited liability company

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

**FURMANITE WORLDWIDE, LLC**, a  
Delaware limited liability company

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

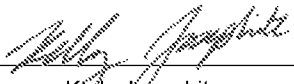
**FURMANITE AMERICA, LLC**, a Virginia  
limited liability company

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

**ACCEPTED AND  
ACKNOWLEDGED BY:**

**AGENT:**

**CITIBANK, N.A.**, a national banking  
association

By:   
Name: Kelly Josephite  
Title: Authorized Signatory



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Furmanite America, LLC	US	FURMANITE	1080023	12/20/77
Furmanite Worldwide, LLC	US	TEAM FURMANITE	5155172	3/7/17
Furmanite Worldwide, LLC	US	TORQUE TAMER	2448122	5/1/01
Quest Integrity USA, LLC	US	FEACRACK	3644210	6/23/09
Quest Integrity USA, LLC	US	LIFEQUEST	3648102	6/30/09
Rocket Acquisition, LLC	US	TC	4824667	10/6/15
Rocket Acquisition, LLC	US	IESCO	4824666	10/6/15
Rocket Acquisition, LLC	US	ALL TECH INSPECTION	4806311	9/8/15

Rocket Acquisition, LLC	US	QS	4704384	3/17/15
Rocket Acquisition, LLC	US	QUALSPEC	4704184	3/17/15
Team Industrial Services, Inc.	US	TREVITESTX	90112311 (Application Number)	8/13/20 (File Date)
Team Industrial Services, Inc.	US	TREVITEST	90111869 (Application Number)	8/13/20 (File Date)
Team Industrial Services, Inc.	US	TEAM	5610415	11/20/18
Team Industrial Services, Inc.	US	SMARTHEAT	4579878	8/5/14
Team Industrial Services, Inc.	US	SMARTHEAT	4335697	5/14/13
Team Industrial Services, Inc.	US	TEAM INDUSTRIAL SERVICES	3950193	4/26/11
Team, Inc.	US	TEAM QUALSPEC	5217871	06/06/17
Team, Inc.	US	ELDACS	2130380	01/20/98
Team, Inc.	US	TEAM	1949868	01/23/96

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**