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OMB No. 0651-0027 (exp. 03/31/2012)

06/07/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U.S. Patent and Trademark Office, at the address or the new address(es) below.

1. Name of conveying party(ies)
Furmanite US GSG LLC

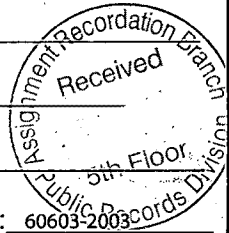
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, N.A., as Administrative Agent
Internal Address: 7th Floor

Street Address: 10 South Dearborn Street

City: Chicago
State: Illinois
Country: USA Zip: 60603-2003

Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance/Execution Date(s):
Execution Date(s) March 5, 2012

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
B. Patent No.(s)
08113210 and 07537574

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Susan Hamilton
Internal Address: Suite 3700

Street Address: 2001 Ross Avenue

City: Dallas
State: Texas Zip: 75201

Phone Number: 214.220.7936
Fax Number: 214.999.7936
Email Address: shamilton@velaw.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 65.00

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____
Authorized User Name 00000002 00113210

9. Signature: Susan Hamilton Signature Date 03/23/2012

Susan Hamilton
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of March 5, 2012 is made by Furmanite US GSG LLC, a Delaware limited liability company (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 5, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Furmanite Worldwide, Inc., a Delaware corporation (the "Company"), certain Subsidiaries of the Company party thereto (together with the Company, the "Borrowers"), the Lenders, and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain subsidiaries of the Company have executed and delivered the Guaranty and Collateral Agreement, dated as of March 5, 2012, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guaranty and Collateral Agreement");

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to

the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**Remainder of page intentionally left blank.
Signature pages follow.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

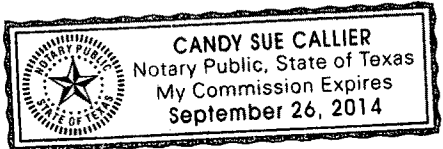
FURMANITE US GSG LLC

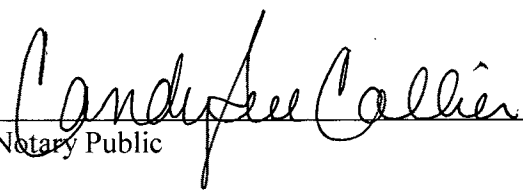
By: Furmanite America, Inc., its sole member

By: 
Name: Robert S. Muff
Title: Principal Financial Officer

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 2nd day of March, 2012, before me personally came Robert S. Muff who is personally know to me to be the Principal Financial Officer of Furmanite America, Inc., a Virginia corporation; who, being duly sworn, did depose and say that he is the Principal Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

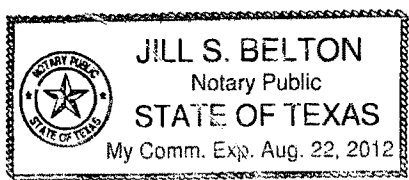
(PLACE STAMP AND SEAL ABOVE)

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: *J. H. Cunningham*
Name: Jim Cunningham
Title: Banker Senior - MM

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

On the 2nd day of March, 2012, before me personally came Jim Cunningham who is personally know to me to be a Banker Senior – MM of JPMorgan Chase Bank, N.A.; who, being duly sworn, did depose and say that he is a Banker Senior – MM of JPMorgan Chase Bank, N.A., the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Jill S. Belton
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Application No.	Patent No.	Description
08113210	RE35116	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER
07537574	5062439	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER

Schedule A