

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5841917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TEAM INDUSTRIAL SERVICES, INC.	08/30/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	2380 PERFORMANCE DRIVE
<b>Internal Address:</b>	MAIL CODE: TX2-094-03-23 BUILDING C
<b>City:</b>	RICHARDSON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75082
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7781708
<b>Patent Number:</b>	7858908
<b>Patent Number:</b>	8616074
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)754-7550
<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>	7133743550
<b>Email:</b>	sheffieldl@gtlaw.com
<b>Correspondent Name:</b>	LUCRESHA SHEFFIELD
<b>Address Line 1:</b>	1000 LOUISIANA ST
<b>Address Line 2:</b>	SUITE 1700
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	116281.016400
<b>NAME OF SUBMITTER:</b>	LUCRESHA M. SHEFFIELD
<b>SIGNATURE:</b>	/Lucresha M. Sheffield/
<b>DATE SIGNED:</b>	11/27/2019
<b>Total Attachments: 5</b>	
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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Agreement*") dated as of August 30, 2019, is made between Team Industrial Services, Inc., a Texas corporation ("*Grantor*"), and Bank of America, N.A., as Administrative Agent ("*Secured Creditor*"), for each of the Secured Parties.

### Background.

Team, Inc. ("*Borrower*"), the Guarantors party thereto (including Grantor), Administrative Agent and the Lenders party thereto are party to the Third Amended and Restated Credit Agreement dated as of July 7, 2015 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the "*Credit Agreement*").

In connection with the Credit Agreement, Grantor is party to the Third Restated Security Agreement dated as of July 7, 2015 (such agreement, together with all amendments and restatements thereto, the "*Security Agreement*").

Pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Creditor a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations.

Grantor has duly authorized the execution, delivery and performance of this Agreement.

### Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to continue to make the Credit Extensions under the Credit Agreement and to extend other credit accommodations under the Loan Documents and the other Secured Parties to extend other financial accommodations to Grantor and the other Loan Parties, Grantor hereby agrees with Secured Creditor, for its benefit and the benefit of other Secured Parties, 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 incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, Grantor hereby assigns to, and pledges and grants to Secured Creditor, for the benefit of Secured Parties, a security interest in the entire right, title, and interest of Grantor in and to all of the following property, whether now owned or hereafter acquired or existing (the "*Patent Collateral*");

- (a) all Patents, including all Patents referred to in Schedule 1 attached hereto;

(b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(c) all Proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Secured Creditor in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Creditor for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Creditor and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Creditor with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security 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. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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.

GRANTOR:

TEAM INDUSTRIAL SERVICES, INC.

By: 

Name: Susan M. Ball

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

SECURED CREDITOR:

BANK OF AMERICA, N.A., as Administrative  
Agent

By: Melissa Mullis  
Name: Melissa Mullis  
Title: Assistant Vice President

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 051142 FRAME: 0666**

**Patents**

**SCHEDULE 1  
to Patent Security Agreement**

U.S. Patent No.	Filing Date	Issue Date	Inventor(s)	Title	Assignee	Patent Term & Maintenance Fees Paid
7,781,708	5/23/2008	8/24/2010		System for inductive heating of workpiece using coiled assemblies		
7,858,908	7/21/2010	12/28/2010		Methods for inductive heating of workpiece using coiled assemblies		
8,616,074	10/19/2010	12/31/2013		In-line piggable wye fitting, apparatus and method.		