

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6458329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TEAM INDUSTRIAL SERVICES, INC.	12/18/2020
FURMANITE WORLDWIDE, LLC	12/18/2020
QUEST INTEGRITY USA, LLC	12/18/2020
QUEST INTEGRITY GROUP, LLC	12/18/2020

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., AS AGENT
Street Address:	388 GREENWICH STREET
Internal Address:	26TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 40

Property Type	Number
Patent Number:	8584558
Patent Number:	9021927
Patent Number:	9289870
Patent Number:	9303806
Patent Number:	7046356
Patent Number:	7542874
Patent Number:	7781708
Patent Number:	8616074
Patent Number:	9897240
Application Number:	62963705
Application Number:	62967773
Application Number:	62978651
Application Number:	62983835
Application Number:	63013323
PCT Number:	US2019034021
PCT Number:	US2019060302

PATENT

Property Type	Number
PCT Number:	US2020018837
PCT Number:	US2020051985
PCT Number:	US2020060646
PCT Number:	US2020060708
PCT Number:	US2020060672
Application Number:	62949089
Application Number:	63060263
Application Number:	63060296
Application Number:	63074277
Application Number:	63074299
Application Number:	63074713
Application Number:	63077390
Application Number:	63083365
Application Number:	63092804
Application Number:	63111351
PCT Number:	US2019048828
PCT Number:	US2019065031
PCT Number:	US2020017018
PCT Number:	US2020022560
PCT Number:	US2020029082
PCT Number:	US2020044191
PCT Number:	US2020051957
PCT Number:	US2020052693
PCT Number:	US2020059022

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

ATTORNEY DOCKET NUMBER:	2142.032
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/18/2020

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 18th day of December, 2020, by and among the 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").

W I T N E S S E T H:

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 Patent 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 Patent 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 PATENT 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 Patent 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 "Patent Collateral"):

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent 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 Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for 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 Patent 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 Patent 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 patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent Security Agreement is a Loan Document. This Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

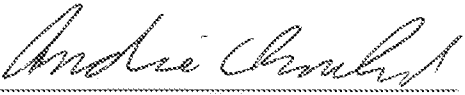
7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS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

[SIGNATURE PAGE FOLLOWS]

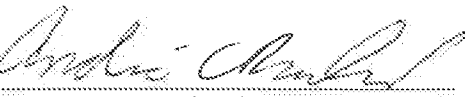
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

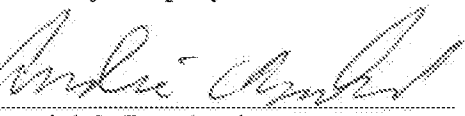
TEAM INDUSTRIAL SERVICES, INC, a
Texas corporation

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

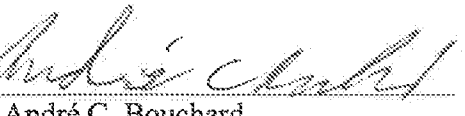
FURMANITE WORLDWIDE, LLC, a
Delaware limited liability company

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

QUEST INTEGRITY USA, LLC, a Texas
limited liability company

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

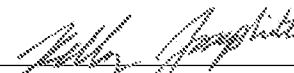
QUEST INTEGRITY GROUP, LLC, a
Delaware limited liability company

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
PATENT SECURITY AGREEMENT

Issued Patents

Grantor	Country	Patent	Application/ Patent No.	Issue Date
Furmanite Worldwide, LLC	US	Pipe lathe and subassembly therefor	8584558	11/19/13
Furmanite Worldwide, LLC	US	Pipe lathe and subassembly therefor	9021927	5/5/15
Furmanite Worldwide, LLC	US	Cutting apparatus and drive assembly	9289870	3/22/16
Furmanite Worldwide, LLC	US	Closure assembly for pipe end	9303806	4/5/16
Quest Integrity USA, LLC	US	A method for processing in SITU inspection reformer tube data	7046356	5/16/06
Quest Integrity USA, LLC	US	2D and 3D display system and method for furnace tube inspection	7542874	6/2/09
Team Industrial Services, Inc.	US	System for inductive heating of workpiece using coiled assemblies	7781708	8/24/10

Team Industrial Services, Inc.	US	In-line piggable wye fitting, apparatus and method	8616074	12/31/13
Team Industrial Services, Inc.	US	Weld on insert valve	9897240	2/20/18

Patent Applications

Grantor	Country	Patent	Application No.	Filing Date
Quest Integrity Group, LLC	US	Method and apparatus for inspecting marine risers	62/963705	1/21/20
Quest Integrity Group, LLC	US	Gel pigging	62/967773	1/30/20
Quest Integrity Group, LLC	US	Interchangeable seal head system	62/978651	2/19/20
Quest Integrity Group, LLC	US	Header delivery system	62/983835	3/2/20
Quest Integrity Group, LLC	US	Inspection tool	63/013323	4/21/20
Quest Integrity Group, LLC	US	Smart cleaning	PCTUS2019034 021	5/24/19
Quest Integrity Group, LLC	US	Magnetic pig detection	PCTUS2019060 302	11/7/19
Quest Integrity Group, LLC	US	Universal header delivery system	PCTUS2020018 837	2/19/20
Quest Integrity Group, LLC	US	Ultrasound scanner apparatus	PCTUS2005198 5	9/22/20
Quest Integrity Group, LLC	US	Liquid intake manifold with removable cover	PCTUS2060646	11/16/20

Quest Integrity Group, LLC	US	Modular decoking unit	PCTUS2060708	11/16/20
Quest Integrity Group, LLC	US	Standalone pigging skid	PCTUS2060672	11/16/20
Team Industrial Services, Inc.	US	Pipe isolation device with seal	62/949089	12/17/19
Team Industrial Services, Inc.	US	Flange bolt repair	63/060263	8/3/20
Team Industrial Services, Inc.	US	4-axis CNC machine	63/060296	8/3/20
Team Industrial Services, Inc.	US	Rapid feed split lead nut system	63/074277	9/3/20
Team Industrial Services, Inc.	US	Journal turning lathe	63/074299	9/3/20
Team Industrial Services, Inc.	US	Foldable mobile step apparatus	63/074713	9/4/20
Team Industrial Services, Inc.	US	Pipe isolation device with bleed system	63/077390	9/11/20
Team Industrial Services, Inc.	US	Externally mounted flange facing system	63/083365	9/25/20
Team Industrial Services, Inc.	US	Magnetic chip removal system	63/092804	10/16/20
Team Industrial Services, Inc.	US	Monitored repair solutions	63/111351	11/9/20
Team Industrial Services, Inc.	US	Pipe isolation device	PCTUS2019048 828	8/29/19
Team Industrial Services, Inc.	US	Auto extruded split T	PCTUS2019065 031	12/6/19
Team Industrial Services, Inc.	US	Modular leak repair	PCTUS2001701 8	2/6/20

Team Industrial Services, Inc.	US	Hot bolt clamp	PCTUS2002256 0	3/13/20
Team Industrial Services, Inc.	US	Online pipe replacement system	PCTUS2002908 2	4/21/20
Team Industrial Services, Inc.	US	Pipe isolation scanner apparatus	PCTUS2020044 191	7/30/20
Team Industrial Services, Inc.	US	Bolt cutting apparatus	PCTUS2002005 1957	9/22/20
Team Industrial Services, Inc.	US	Pipe cutting apparatus having a hand guard	PCTUS2005269 3	9/25/20
Team Industrial Services, Inc.	US	Maintenance methods and systems for fluid containment assets	PCTUS2005902 2	11/16/20

Patent Licenses