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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

04-27-2005

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark OfficeREC
TF

102990004

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Team Industrial Services, Inc.
Climax Portable Machine Tools, Inc.
Team, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Citizenship (see guidelines) Texas, Oregon, TexasExecution Date(s) August 11, 2004Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Bank of America, N.A.

Internal

Address: as Administrative AgentStreet Address: 231 South LaSalle StreetCity: ChicagoState: IllinoisCountry: USZip: 60697☒ Association Citizenship National Banking☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☐ Other _____ Citizenship _____If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/234,287; 78/386,771

B. Trademark Registration No.(s)

1,830,157; 1,949,868; 2,130,380Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Winstead Sechrest & Minick P.C.Internal Address: Sanford E. Warren, Jr.Street Address: P.O. Box 50784City: DallasState: TexasZip: 75201Phone Number: 214.745.5710Fax Number: 214.745.5390Email Address: swarren@winstead.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 23-2426Authorized User Name Sanford E. Warren, Jr.

9. Signature:

04/26/2005 DEBYNE 00000141 78234287

Signature

Sanford E. Warren, Jr.

Date

Total number of pages including cover sheet, attachments, and document:

75

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exp Mail EV507272378us

TRADEMARK
REEL: 003152 FRAME: 0561

SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2004, made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), in favor of Bank of America, N.A., as Administrative Agent ("Administrative Agent"), for the ratable benefit of the Lenders (as defined in the Credit Agreement defined below) (the Administrative Agent, in said capacity, herein also referred to, from time to time, as the "Secured Party").

BACKGROUND.

Administrative Agent, Lenders, and Team, Inc., a Texas corporation, entered into the Credit Agreement dated as of August 11, 2004, (said Credit Agreement, as it may be amended, restated, extended, supplemented or otherwise modified in writing from time to time, being the "Credit Agreement", and capitalized terms not defined herein but defined therein being used herein as therein defined). It is the intention of the parties hereto that this Agreement create a first priority security interest in property of the Grantors in favor of the Administrative Agent on behalf of the Secured Parties securing the payment and performance of the Obligations.

AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to make the Loans under the Credit Agreement and to extend other credit accommodations under the Loan Documents, each Grantor hereby agrees with the Secured Party, for the ratable benefit of Lenders, as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. For purposes of this Agreement:

"Accession" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an accession (as defined in the UCC), and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

"Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account (as defined in the UCC), and (whether or not included in such definition), a right to payment of a monetary obligation, whether or not earned by performance for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for service rendered or to be rendered, and all right, title, and interest in any returned property, together with all rights, titles, securities, and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation, and resales, and all related Liens whether voluntary or involuntary.

"Account Debtor" means any Person who is or who may become obligated to each Grantor under, with respect to or on account of an Account.

"Chattel Paper" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to chattel paper (as defined in the UCC), and (whether or not included in such definition), a Record or Records that evidence both a monetary obligation and a security interest in specific Goods, a security interest in specific Goods and Software used in the Goods, or a lease of specific Goods.

"Collateral" means all (a) Accounts, (b) Accessions, (c) Chattel Paper, (d) Commercial Tort Claims, including but not limited to the specific Commercial Tort Claims described on Schedule 7, (e) Commodity Accounts, (f) Commodity Contracts, (g) Deposit Accounts, (h) Documents, (i) Equipment, (j) Financial Assets, (k) Fixtures, (l) General Intangibles, (m) Goods, (n) Intellectual Property, (o) Instruments, (p) Inventory, (q) Investment Property, (r) Letters of Credit, (s) Letter-of-Credit Rights, (t) Payment Intangibles, (u) Permits, (v) Securities, (w) Securities Accounts, (x) Security Entitlements, (y) Software, (z) supporting obligations, (aa) cash and cash accounts, (ab) Proceeds, (ac) products, (ad) Collateral Records, (ae) Insurance, (af) Money, (ag) Licenses referable to Trade Secret, and (ah) Pledged Equity Interests.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Commercial Tort Claim" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commercial tort claim (as defined in the UCC), and (whether or not included in such definition), all claims arising in tort with respect to which the claimant (a) is an organization, or (b) an individual and the claim (i) arose in the course of the claimant's business or profession, and (ii) does not include damages arising out of personal injury to or the death of an individual.

"Commodity Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity account (as defined in the UCC), and (whether or not included in such definition), an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for a Commodity Customer.

"Commodity Contract" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity futures contract, an option on a commodity futures contract, a commodity option, or any other contract if the contract or option is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities Laws, or (b) traded on a foreign commodity board of trade, exchange, or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" means a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" means (a) a Person that is registered as a futures commission merchant under the federal commodities Laws or (b) a Person that in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities Laws.

"Copyright License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by each such Grantor or which each such Grantor otherwise has the right to license, or granting any right to each such Grantor under any Copyright now or hereafter owned by any third party, and all rights of each such Grantor under any such agreement.

"Copyrights" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

"Deposit Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a deposit account (as defined in the UCC), and (whether or not included in such definition), a demand, time, savings, passbook, or similar account maintained at a bank (as defined in the UCC).

"Document" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a document (as defined in the UCC), and (whether or not included in such definition), a document of title, bill of lading, dock warrant, dock receipt, warehouse receipt, or order for the delivery of Goods.

"Electronic Chattel Paper" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to electronic chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information stored in electronic medium.

"Entitlement Holder" means a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the UCC, such Person is the Entitlement Holder.

"Equipment" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to equipment (as defined in the UCC), and (whether or not included in such definition), all Goods other than Inventory or consumer goods, and all improvements, accessions, or appurtenances thereto. The term Equipment shall include Fixtures.

"Financial Asset" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a financial asset (as defined in the UCC), and (whether or not included in such definition), (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, that is, or is of a type, dealt in or traded on financial markets or that is recognized in any area in which it is issued or dealt

in as a medium for investment, or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a financial asset under Article 8 of the Uniform Commercial Code. As the context requires, "Financial Asset" means either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security, or a Security Entitlement.

"Fixtures" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to fixtures (as defined in the UCC), and (whether or not included in such definition), all Goods that have become so related to particular real property that an interest in them arises under the real property Law of the state in which the real property is situated.

"General Intangible" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a general intangible (as defined in the UCC (whether or not included in such definition), all personal property, including things in action, other than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, money, and oil, gas or other minerals before extraction.

"Goods" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to goods (as defined in the UCC), and (whether or not included in such definition), all things that are movable when a security interest attaches.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Instrument" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an instrument (as defined in the UCC), and (whether or not included in such definition), a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment.

"Insurance" shall mean all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof).

"Intellectual Property" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to all intellectual and similar property of every kind and nature, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, Trade Secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, Software and databases and 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.

"Inventory" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to inventory (as defined in the UCC), and (whether or not included in such definition), Goods that (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business, including packaging materials, scrap material, manufacturing supplies and spare parts, and all such Goods that have been returned to or repossessed by or on behalf of such Person.

"Investment Property" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to investment property (as defined in the UCC), and (whether or not included in such definition), a Security (whether certificated or uncertificated), a Security Entitlement, Securities Account, Commodity Contract, Commodity Account, and Pledged Debt.

"Letter of Credit" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter of credit (as defined in the UCC).

"Letter-of-Credit Right" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter-of-credit right (as defined in the UCC), and (whether or not included in such definition), (a) a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and (b) the right of a beneficiary to demand payment or performance under a letter of credit.

"License" means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

"Money" shall mean "money" as defined in the UCC.

"Nonnegotiable Certificate of Deposit" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a writing signed by a bank that (a) states on its face that it is a certificate of deposit (as defined in the UCC) or receipt for a book entry, (b) contains an acknowledgment that a sum of money has been received by the bank, with an express or implied agreement that the bank will repay the sum of money, and (c) is not a negotiable Instrument.

"Patent License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by each such Grantor or which each such Grantor otherwise has the right to license, is in existence, or granting to each such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of each such Grantor under any such agreement.

"Patents" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals,

or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Payment Intangible" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a payment intangible (as defined in the UCC), and (whether or not included in such definition), a General Intangible under which the Account Debtor's principal obligation is a monetary obligation.

"Permit" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Pledged Debt" shall mean all indebtedness owed to such Grantor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests, provided, however, notwithstanding anything herein to the contrary, the amount of pledged equity interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding equity interests of such Foreign Subsidiary.

"Pledged LLC Interests" shall mean all interests in any limited liability company and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests, provided, however, notwithstanding anything herein to the contrary, the amount of pledged limited liability company interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding limited liability company interests of such Foreign Subsidiary.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests, provided, however, notwithstanding anything herein to the contrary, the amount of pledged general partnership, limited partnership, limited liability partnership or other partnership interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding general partnership, limited partnership, limited liability partnership or other partnership interests of such Foreign Subsidiary.

"Pledged Stock" shall mean all shares of Capital Stock owned by such Grantor and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and

all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, provided, however, notwithstanding anything herein to the contrary, the amount of pledged Capital Stock of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding Capital Stock of such Foreign Subsidiary.

"Pledged Trust Interests" shall mean all interests in a business trust or other trust and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Proceeds" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (b) whatever is collected on, or distributed on account of, the Collateral, (c) rights arising out of the Collateral, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral, (e) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Security" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations, and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the UCC.

"Securities Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Securities Intermediary" means (a) a clearing corporation, or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Security Entitlements" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to the rights and property interests as and of an Entitlement Holder with respect to a Financial Asset.

"Software" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to software (as defined in the UCC), and (whether or not included in such definition), a computer program (including both source and object code) and any supporting information provided in connection with a transaction relating to the program.

"Tangible Chattel Paper" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to tangible chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information that is inscribed on a tangible medium.

"Trade Secrets" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to trade secrets, all know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, materials standards, processing standards and performance standards, and all Software directly related thereto, and all Licenses or other agreements to which such Grantor is a party with respect to any of the foregoing.

"Trademark License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Trademarks" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

"UCC" means Chapters 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of Texas.

1.2. **Other Definitional Provisions.** Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined in the Credit Agreement shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict).

1.3. **Construction.** Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and *vice versa*, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to Dallas time, (e)

references to "Articles," "Sections," "Exhibits," and "Schedules" are to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person's heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Loan Document include each amendment or restatement to it made in accordance with the Credit Agreement and such Loan Document, and (j) the inclusion of Proceeds in the definition of "Collateral" shall not be deemed a consent by Secured Parties to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Credit Agreement or this Agreement. This Agreement is a Loan Document.

ARTICLE II

GRANT OF SECURITY INTEREST

2.1. Assignment and Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Obligations, each Grantor hereby assigns to, and pledges and grants to Secured Party, for its benefit and the ratable benefit of the Lenders:

(a) a security interest in the entire right, title, and interest of Grantor in and to all property (except as otherwise set forth herein) of each such Grantor, whether now or hereafter existing, owned, arising or acquired, including but not limited to all Collateral (provided, the amount of equity interests of any Foreign Subsidiary pledged by such Grantor hereunder shall be limited to 65% of the issued and outstanding equity interests of such Foreign Subsidiary); and

(b) each Grantor hereby grants to Secured Party for the ratable benefit of Lenders, an irrevocable royalty-free right and license to use, upon the occurrence and during continuance of an Event of Default, the Intellectual Property worldwide and to enable Administrative Agent to exercise its rights and remedies with respect to the Collateral as Administrative Agent reasonably deems necessary or appropriate.

2.2. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable with respect to and under all Collateral, (b) the exercise by any Lender of any of the rights hereunder shall not release any Grantor from any of its duties or obligations with respect to or under any Collateral, and (c) no Lender shall have any obligation or liability with respect to or under any Collateral by reason of this Agreement, nor shall any Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2.3. Delivery of Security and Instrument Collateral. All certificates or Instruments constituting or evidencing the Collateral shall be delivered to and held by or on behalf of Administrative Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by undated and duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Administrative Agent. If an Event of Default exists, Administrative Agent has

the right, with notice to any Grantor, to transfer to or to register in the name of Administrative Agent or any of its nominees any or all of such Collateral. In addition, Administrative Agent has the right at any time, with the consent of the Borrower prior to an Event of Default, to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

2.4. Agreement With Respect to Collateral. Each Grantor and Administrative Agent agree that to the extent that any of the Collateral may be deemed to be a Fixture as opposed to Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement, it is the intention of Grantors and Lenders that such Collateral be deemed to be Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement and such Collateral not be deemed to be a Fixture.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties. Each Grantor represents and warrants to each Lender with respect to itself and the Collateral owned by it that:

(a) Each Grantor is duly organized, validly existing, and in good standing under the Laws of its jurisdiction of organization. Each Grantor has all power and authority to own its properties and to carry on its business as now being conducted. Each Grantor is duly qualified, in good standing, and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization, except where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

(b) Each Grantor has all corporate, partnership or limited liability company, as appropriate, power and has taken all necessary corporate, partnership or limited liability company, as appropriate, action to authorize it to execute and perform this Agreement and each other Loan Document to which it is a party. Each Loan Document to which each Grantor is a party is a legal, valid, and binding obligation of such Grantor, enforceable in accordance with its terms, subject to the following qualifications: (A) equitable principles generally, and (B) Debtor Relief Laws (insofar as any such Debtor Relief Law relates to the bankruptcy, insolvency, or similar event of the Grantors).

(c) The execution, delivery, and performance by each Grantor of each Loan Document to which it is a party, and the consummation of the transactions contemplated thereby, do not and will not (A) require any consent or approval not already obtained, (B) violate any Applicable Law, (C) conflict with, result in a breach of, or constitute a default under the organizational and governance documents of any Grantor, or under any material permit, indenture, agreement, or other instrument, to which each Grantor is a party or beneficiary of, or by which it or its properties may be bound, or (D) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by each Grantor, except Liens in favor of or for the benefit of Administrative Agent and Secured Parties.

(d) This Agreement and the confirmation of the existing security interest and the grant of the security interest pursuant to this Agreement in the Collateral create a valid first priority security interest

(other than such Collateral that would require the execution of a control agreement for such first priority security interest) in favor of the Lender for Lenders in the Collateral (subject to Permitted Liens), securing the payment and performance of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest and such priority have been duly taken (or will be taken upon each Grantor obtaining rights in Collateral after the date hereof).

(e) Each Grantor has good and indefeasible title to, or a valid leasehold interest in, all of the Collateral free and clear of any Lien, except for Permitted Liens. Each Grantor has not granted a security interest or other Lien in or made an assignment of any of the Collateral (except for Permitted Liens). Each Grantor has neither entered into nor is it or any of its property subject to any agreement limiting the ability of such Grantor to grant a Lien in any property of such Grantor, or the ability of such Grantor to agree to grant or not grant a Lien in any property of such Grantor. None of the Collateral is consigned Goods, subject to any agreement of repurchase, or subject to any dispute, defense, or counterclaim. No effective financing statement or other similar document used to perfect and preserve a security interest or other Lien under the Laws of any jurisdiction covering all or any part of the Collateral is on file in any recording office, except such as may have been filed (A) pursuant to this Agreement or other Loan Document, or (B) relating to Permitted Liens. Each Grantor has not sold any interest in any of its Accounts, Chattel Paper, promissory notes, or Payment Intangibles, or consigned any of its Goods.

(f) All of the Pledged Equity Interests have been duly and validly issued, and the Pledged Stock is fully paid and nonassessable. All of the Pledged Equity Interests consisting of certificated securities have been delivered to the Administrative Agent. Other than Pledged Partnership Interests and Pledged LLC Interests constituting General Intangibles, there are no Pledged Equity Interests other than that represented by certificated securities in the possession of the Administrative Agent. There are no restrictions in any Organization Document governing any Pledged Equity Interest or any other document related thereto which would limit or restrict (i) the grant of a Lien in the Pledged Equity Interests, (ii) the perfection of such Lien or (iii) the exercise of remedies in respect of such perfected Lien in the Pledged Equity Interests as contemplated by this Agreement. Upon the exercise of remedies in respect of Pledged Partnership Interests and Pledged LLC Interests, a transferee or assignee of a partnership interests or membership interest, as the case may be, of such partnership or limited liability company, as the case may be, shall become a partner or member, as the case may be, of such partnership or limited liability company, as the case may be, entitled to participate in the management thereof and, upon the transfer of the entire interest of such Grantor, such Grantor cases to be a partner or member, as the case may be.

(g) Schedule 1, Section (a) states the jurisdiction of organization, type of entity, entity identification number issued by the appropriate authority of the jurisdiction of each Grantor's organization, and exact name of each Grantor, as such name appears in its currently effective organizational documents as filed with the appropriate authority of the jurisdiction of each Grantor's organization. Schedule 1, Section (b) sets forth each other name each Grantor has had in the past ten years, together with the date of the relevant change. Except as set forth in Schedule 1, Section (c), each Grantor has not changed its identity or type of entity in any way within the past ten years. Changes in identity or type of entity include mergers, consolidations, acquisitions (including both equity and asset acquisitions), and any change in the form, nature, or jurisdiction of organization. Schedules 1 and 2 contain the information required by this Section as to each acquiree or constituent party to a merger, consolidation, or acquisition. Schedule 1, Section (d) states all other names (including trade, assumed,

and similar names) used by each Grantor or any of its divisions or other business units at any time during the past ten years. Schedule 1, Section (e) states the Federal Taxpayer Identification Number of each Grantor.

(h) The chief executive office of each Grantor is located at the address stated on Schedule 2, Section (a). Schedule 2, Section (b) states all locations where each Grantor maintains any books or records relating to all Accounts (with each location at which Chattel Paper, if any, is kept being indicated by an "*"). All Tangible Chattel Paper, promissory notes, and other Instruments evidencing the Accounts have been delivered and pledged to Administrative Agent duly endorsed and accompanied by such duly executed instruments of transfer or assignment as are necessary for such pledge, to be held as pledged collateral. Schedule 2, Section (c) states all locations where each Grantor maintains any Equipment or Inventory. Schedule 2, Section (d) states all the places of business of each Grantor or other locations of Collateral not identified in Schedule 2, Sections 2 (a), (b), or (c). Schedule 2, Section (e) states the names and addresses of all Persons other than each Grantor who have possession of any of the Collateral or other property of each such Grantor.

(i) All Accounts have been originated by each Grantor and all Inventory has been acquired by each Grantor in the ordinary course of business. All Inventory produced in the United States of America has been produced in compliance with the Fair Labor Standards Act.

(j) Each Grantor has exclusive possession and control of the Equipment, Fixtures, and Inventory pledged by it hereunder.

(k) Schedule 3 is a complete and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests, or other equity interest of each Grantor and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 3 is each equity investment of each Grantor that represents 50% or less of the equity of the entity in which such investment was made.

(l) Schedule 4 is a complete and correct list of all promissory notes and other evidence of indebtedness held by each Grantor, including all intercompany notes between each Grantor and each Subsidiary, and each Subsidiary and each other Subsidiary.

(m) Schedule 5(a) is a complete and correct list of each state registered Trademark, Patent and Copyright, and each state Trademark, Patent and Copyright application in which each Grantor has any interest (whether as owner, licensee, or otherwise).

(n) Schedule 5(b) is a complete and correct list of each Patent in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of Grantor's interest, the Patent registration number, the date of Patent issuance, and the country issuing the Patent.

(o) Schedule 5(c) is a complete and correct list of each Patent application in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of each Grantor's interest, the Patent application number, the date of Patent filing, and the country with which the Patent application was filed.

(p) Schedule 5(d) is a complete and correct list of each Trademark in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of each Grantor's interest, the registered Trademark, the Trademark registration number, the international class covered, the goods and services covered, the date of Trademark registration, and the country registering the Trademark.

(q) Schedule 5(e) is a complete and correct list of each Trademark application in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of each Grantor's interest, the Trademark the subject of the application, the Trademark application serial number, the international class covered, the goods and services covered, the date of Trademark application filing, and the country with which the Trademark application was filed.

(r) Schedule 5(f) is a complete and correct list of each Copyright in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of Grantor's interest, the registered Copyright, the date of Copyright issuance, and the country issuing the Copyright.

(s) Schedule 5(g) is a complete and correct list of each Copyright application in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of each Grantor's interest, the Copyright the subject of the application, the date of Copyright application filing, and the country with which the Copyright application was filed.

(t) Schedule 5(h) is a complete and correct list of all Trade Secrets in which each Grantor has any interest (whether as owner, licensee, or otherwise).

(u) Schedule 5(i) is a complete and correct list of all allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. §1051, *et seq.*) filed by each Grantor.

(v) Schedule 6 is a complete and correct list of all Software in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the licensor and the escrow agent under the applicable Software escrow agreement (if any).

(w) Schedule 7 is a complete and correct list of all Commercial Tort Claims in which each Grantor has any interest, including the complete case name or style, the case number, and the court or other tribunal in which the case is pending.

(x) Schedule 8 is a complete and correct list of all Deposit Accounts maintained by or in which each Grantor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(y) Schedule 9 is a complete and correct list of all Commodity Accounts in which each Grantor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Commodity Intermediary maintaining the account.

(z) Schedule 10 is a complete and correct list of all Securities Accounts in which each Grantor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Securities Intermediary maintaining the account.

(aa) Schedule 11 is a complete and correct list of all letters of credit in which each Grantor has any interest (other than solely as an applicant) and correctly describes the bank which issued the letter of credit, and the letter of credit's number, issue date, expiry, and face amount.

(bb) Except as set forth on Schedule 12, no consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required (i) for the pledge by each Grantor of the Collateral pledged by it hereunder, for the grant by each Grantor of the security interest granted hereby, or for the execution, delivery, or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge, assignment, and security interest created hereby (including the first priority nature of such pledge, assignment, and security interest) or (iii) for the enforcement of remedies by Administrative Agent or Secured Parties.

(cc) Each Grantor possesses all Permits required for the operation of its business. Schedule 13 is a complete and correct description of all of such Permits. All Permits of each Grantor have been duly authorized and obtained, and are in full force and effect, and each Grantor is in compliance in all material respects with all provisions thereof. No Permit is the subject of any pending or, to each Grantor's best knowledge, threatened challenge or revocation.

(dd) Schedule 14 is a complete and correct list of all insurance policies owned by each Grantor, or for which each Grantor is a named insured, additional insured, loss payee, or beneficiary.

ARTICLE IV

COVENANTS

4.1. Further Assurances.

(a) Each Grantor will, from time to time and at each Grantor's expense, promptly execute and deliver all further instruments and documents (including the delivery of certificated securities and supplements to all schedules), execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as Administrative Agent may request, in order to perfect and preserve the pledge, assignment, and security interest granted or purported to be granted hereby, and take all further action, that may be reasonably necessary or desirable, or that Administrative Agent may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby, and the priority thereof, or to enable Administrative Agent to exercise and enforce Administrative Agent's and Lenders' rights and remedies hereunder with respect to any Collateral.

(b) In addition to such other information as shall be specifically provided for herein, each Grantor shall furnish to Administrative Agent such other information with respect to the Collateral as Administrative Agent may reasonably request.

(c) Each Grantor authorizes Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the authentication of any Grantor where permitted by Law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by Law. Each Grantor ratifies its execution and delivery of, and the filing of, any financing statement describing any of the Collateral which was filed prior to the date of this Agreement.

(d) Each Grantor shall pay promptly when due all Taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral except such Taxes, assessments and governmental charges or levies as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP.

(e) Each Grantor will not, and will not permit any Person to, revise, modify, amend, or restate the articles of incorporation of any corporation the stock or other interest in which is Pledged Stock or the partnership, joint venture, or other organizational document of any partnership or joint venture any interest in which is Pledged Stock in a manner that adversely affects the security interest of the Secured Party therein except as permitted by the Credit Agreement, or terminate, cancel, or dissolve any such Person except as permitted by the Credit Agreement.

(f) Each Grantor shall cooperate to determine what may or shall be required to satisfy the Laws or regulations throughout the world with respect to the recordation and validation of the license of Intellectual Property, or otherwise to render this Agreement and the Intellectual Property effective, and shall execute all documents which may be necessary or desirable to implement this subsection, including registered user statements or other documents suitable for filing with the appropriate Governmental Authorities.

4.2. Place of Perfection; Records; Collection of Accounts, Chattel Paper and Instruments.

(a) No Grantor shall change the jurisdiction of its organization from the jurisdiction specified in Schedule 1, Section (a), its type of entity from the type of entity specified in Schedule 1, Section (a), or its name from the name specified in Schedule 1, Section (a). Each Grantor shall keep its chief executive office at the address specified in Schedule 2, Section (a), and the office where it keeps its records concerning the Accounts, and the originals of all Chattel Paper and Instruments, at the address specified in Schedule 2, Section (b). Each Grantor will hold and preserve such records and Chattel Paper and Instruments and will permit representatives of Administrative Agent at any time during normal business hours to inspect and make abstracts from and copies of such records and Chattel Paper and Instruments.

(b) Except as otherwise provided in this Section 4.2(b), each Grantor shall continue to collect, at its own expense, all amounts due or to become due each Grantor under the Accounts, Chattel Paper, and Instruments. In connection with such collections, each Grantor may take (and, at Administrative Agent's direction, shall take) such action as each such Grantor or Administrative Agent may deem necessary or advisable to enforce collection of the Accounts, Chattel Paper, and Instruments; provided, however, that Administrative Agent shall have the right, if an Event of Default exists and is continuing, without notice to any Grantor, to notify the Account Debtors or obligors under any

Accounts, Chattel Paper, and Instruments of the assignment of such Accounts, Chattel Paper, and Instruments to Administrative Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to each Grantor thereunder directly to Administrative Agent and, at the expense of each Grantor, to enforce collection of any such Accounts, Chattel Paper, and Instruments, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as each Grantor might have done or as Administrative Agent deems appropriate. If any Event of Default has occurred and is continuing and upon notice to the Borrower and the applicable Grantor, all amounts and proceeds (including Instruments) received by each Grantor in respect of the Accounts, Chattel Paper, and Instruments shall be received in trust for the benefit of Administrative Agent hereunder, shall be segregated from other funds and property of each Grantor and shall be forthwith paid or delivered over to Administrative Agent in the same form as so received (with any necessary indorsement) to be held as cash collateral, thereafter to be applied as provided in the Credit Agreement. Each Grantor shall not adjust, settle, or compromise the amount or payment of any Account, Chattel Paper, or Instrument, release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon, except in the ordinary course of business.

4.3. Chattel Paper and Instruments. (a) Upon written request by Administrative Agent, Grantor will: (i) mark conspicuously each Tangible Chattel Paper and each of its Records pertaining to the Collateral with the following legend:

THIS *[INSTRUMENT]*[OTHER RECORD]* IS SUBJECT TO THE SECURITY INTEREST AND LIEN PURSUANT TO THE SECURITY AGREEMENT DATED AUGUST __, 2004 (AS THE SAME MAY BE MODIFIED OR RESTATED) MADE BY *[GRANTOR]*, IN FAVOR OF BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS, AND PURSUANT TO THE CREDIT AGREEMENT DATED AS OF AUGUST __, 2004 (AS THE SAME MAY BE MODIFIED OR RESTATED).

or such other legend, in form and substance satisfactory to and as specified by Administrative Agent, indicating that such Tangible Chattel Paper or Collateral is subject to the pledge, assignment, and security interest granted hereby; and (ii) if any Collateral shall be or be evidenced by a promissory note or other Instrument or be Tangible Chattel Paper, deliver and pledge to Administrative Agent hereunder such note, Instrument, or Chattel Paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Administrative Agent.

(b) Upon written request of Administrative Agent, each Grantor will take all actions necessary to establish in Administrative Agent control (as that term is defined in the UCC) with respect to all Electronic Chattel Paper.

4.4. Deposit Accounts, Commodity Accounts, Securities Accounts and Letter-of-Credit Rights. Each Grantor shall provide prior written notice that it intends to establish or maintain any (a) Deposit Account or similar bank account not listed on Schedule 8, (b) Commodity Account not listed on Schedule 9, or (c) Securities Account not listed on Schedule 10, and, upon written request of Administrative Agent, each Grantor shall execute and deliver to Administrative Agent assignments of such account in such form as Administrative Agent may reasonably request, and cause the bank, Commodity Intermediary, or Securities Intermediary, as appropriate, in which such account will be maintained, to deliver to Administrative Agent acknowledgments of the assignment of such account in

form and substance satisfactory to Administrative Agent, and take all actions necessary to establish in Administrative Agent control (as that term is defined in the UCC) with respect to such Deposit Account, Commodity Account, or Securities Account. Upon reasonable written request by Administrative Agent, each Grantor will take all actions necessary to establish in Administrative Agent control (as that term is defined in the UCC) with respect to each Deposit Account, Commodity Account, Securities Account, and Letter-of-Credit Right. Each Grantor shall not obtain or maintain any interest in any Commodity Contract other than Commodity Contracts held in and subject to a Commodity Account with respect to which each Grantor has complied with this Section 4.4. Each Grantor shall not obtain or maintain any interest in any Securities Entitlement other than Securities Entitlements held in and subject to a Securities Account with respect to which each Grantor has complied with this Section 4.4.

4.5. Equipment, Fixtures, and Inventory.

(a) Each Grantor shall keep its Equipment, Fixtures, and Inventory (other than Inventory sold in the ordinary course of business) at the addresses specified in Schedule 2 or, upon thirty days' prior written notice to Administrative Agent, at such other places in such jurisdiction where all action required by Section 4.1 shall have been taken with respect to the Equipment, Fixtures, and Inventory.

(b) Each Grantor shall cause its Equipment and Fixtures to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted, and shall forthwith, or in the case of any loss or damage to any of the Equipment and Fixtures as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Each Grantor shall comply with, and shall cause its licensees and subcontractors to comply with, all requirements of the Fair Labor Standards Act.

4.6. Patents, Trademarks, and Copyrights.

(a) Each Grantor shall ensure that an acknowledgment (approved in form and substance by Administrative Agent) containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded by the United States Patent and Trademark Office within three months after the execution of this Agreement with respect to United States Patents and Trademarks and by the United States Copyright Office within one month after the execution of this Agreement with respect to United States registered Copyrights pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, and otherwise as may be required pursuant to the Laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid, and perfected security interest in favor of Secured Party in respect of all Collateral consisting of Patents, Trademarks, and Copyrights in which a security interest may be perfected by filing, recording, or registration in the United States and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration, or reregistration is necessary (other than such actions as are necessary to perfect the security interest with respect to any Collateral consisting of Patents, Trademarks, and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(b) Each Grantor (either itself or through licensees or sublicensees) will not do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to the public unless Grantor shall reasonably determine that such Patent is in no way material to the conduct of its business or operations, and shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable Laws unless Grantor shall reasonably determine that such Patent is in no way material to the conduct of its business or operations.

(c) Each Grantor (either itself or through licensees or sublicensees) will, for each Trademark, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, except to the extent that the failure to so maintain such Trademark would not have a Material Adverse Effect; (ii) maintain the quality of products and services offered under such Trademark, unless Grantor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations, (iii) display such Trademark with notice of United States federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable Law, unless Grantor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations, and (iv) not use or permit the use of such Trademark in violation of any third party rights, unless Grantor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations.

(d) Each Grantor (either itself or through licensees or sublicensees) will, for each work covered by a Copyright, continue to publish, reproduce, display, adopt, and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable Laws.

(e) Each Grantor shall notify Administrative Agent immediately if it knows or has reason to know that any Patent, Trademark, or Copyright may become abandoned, lost, or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction) regarding Grantor's ownership of any Patent, Trademark, or Copyright, its right to register the same, or to keep and maintain the same, except to the extent that the abandonment, loss, or dedication to the public, or any adverse determination or development regarding Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same, could not be reasonably expected to have a Material Adverse Effect.

(f) In no event shall each Grantor, either itself or through any agent, employee, licensee, or designee, file an application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, unless it informs Administrative Agent within 5 business days of such filing, and, upon request of Administrative Agent, executes and delivers any and all agreements, instruments, documents, and papers as Administrative Agent may request to evidence Administrative Agent's and Secured Parties' security interest in such Patent, Trademark, or Copyright, and each Grantor hereby appoints Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes.

(g) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, or

any Governmental Authority in any jurisdiction, to maintain and pursue each application relating to the Patents, Trademarks, and/or Copyrights (and to obtain the relevant grant or registration), and to maintain each issued Patent and each registration of the Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference, and cancellation proceedings against third parties.

(h) If any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark, or Copyright has been or is about to be infringed, misappropriated, or diluted by a third party, each such Grantor promptly shall notify Administrative Agent and shall, if consistent with good business judgment, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(i) If an Event of Default exists, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License, or Trademark License to effect the assignment of all of each Grantor's right, title, and interest thereunder to Administrative Agent or its designee.

(j) In no event shall any Grantor acquire or purchase any Patent, Trademark, or Copyright unless it informs Administrative Agent within 5 business days of such purchase or acquisition, and, upon request of Administrative Agent, executes and delivers any and all agreements, instruments, documents, and papers as Administrative Agent may request to evidence Administrative Agent's and Secured Parties' security interest in such purchased or acquired Patent, Trademark, or Copyright. Each Grantor hereby appoints Administrative Agent as its attorney-in-fact to execute and file any application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, in connection with such purchase or acquisition of any Patent, Trademark, or Copyright.

(k) The parties acknowledge and agree that the Intellectual Property is the sole and exclusive property of Grantor, subject to the terms and conditions stated in this Agreement. Other than in connection with any security interest in the Intellectual Property that Grantor has granted to Secured Party, or any rights and remedies of Lenders under Laws, Administrative Agent shall not challenge Grantor's ownership of the Intellectual Property. Grantor expressly retains all rights, prior to the occurrence of an Event of Default, to license third parties to use the Intellectual Property for any purpose whatsoever not in violation of the Loan Documents and which are not exclusive as to prevent Administrative Agent from using any of the Intellectual Property.

(l) The license granted to Administrative Agent hereunder shall include the right of Administrative Agent to grant sublicenses to others to use the Intellectual Property if an Event of Default exists, and to enable such sublicensees to exercise any rights and remedies of Lenders with respect to the Collateral, as Administrative Agent reasonably deems necessary or appropriate in the exercise of the rights and remedies of Lenders. In any country where sublicenses are incapable of registration or where registration of a sublicense will not satisfactorily protect the rights of Grantor and

Administrative Agent, Administrative Agent shall also have the right to designate other parties as direct licensees of Grantor to use the Intellectual Property if an Event of Default exists and to enable such direct licensees to exercise any rights and remedies of Lenders as such licensees reasonably deem necessary or appropriate and Grantor agrees to enter into direct written licenses with the parties as designated on the same terms as would be applicable to a sublicense, and any such direct license may, depending on the relevant local requirements, be either (a) *in lieu* of a sublicense or (b) supplemental to a sublicense. In either case, the parties hereto shall cooperate to determine what shall be necessary or appropriate in the circumstances. For each sublicense to a sublicensee and direct license to a licensee, Grantor appoints Administrative Agent its agent for the purpose of exercising quality control over the sublicensee. Grantor shall execute this Agreement in any form, content and language suitable for recordation, notice and/or registration in all available and appropriate agencies of foreign countries as Administrative Agent may require.

(m) In connection with the assignment or other transfer (in whole or in part) of its obligations to any other Person, Administrative Agent may assign the license granted herein without Grantor's consent and upon such assignment or transfer such other Person shall thereupon become vested with all rights and benefits in respect thereof granted to Administrative Agent under this Agreement (to the extent of such assignment or transfer).

(n) The parties hereto shall take reasonable action to preserve the confidentiality of the Intellectual Property; provided, that Administrative Agent shall not have any liability to any Person for any disclosure of the Intellectual Property upon and after any realization upon Collateral.

4.7. Rights to Dividends and Distributions. With respect to any certificates, bonds, or other Instruments or Securities constituting a part of the Collateral, Administrative Agent shall have authority if an Event of Default exists and is continuing, either to have the same registered in Administrative Agent's name or in the name of a nominee, and, with or without such registration, to demand of the issuer thereof, and to receive and receipt for, any and all dividends (including any stock or similar dividend or distribution) payable in respect thereof, whether they be ordinary or extraordinary. If any Grantor shall become entitled to receive or shall receive any interest in or certificate (including, without limitation, any interest in or certificate representing a dividend or a distribution in connection with any reclassification, increase, or reduction of capital, or issued in connection with any reorganization), or any option or rights arising from or relating to any of the Collateral, whether as an addition to, in substitution of, as a conversion of, or in exchange for any of the Collateral, or otherwise, each Grantor agrees to accept the same as Administrative Agent's agent and to hold the same in trust on behalf of and for the benefit of Administrative Agent, and to deliver the same immediately to Administrative Agent in the exact form received, with appropriate undated stock or similar powers, duly executed in blank, to be held by Administrative Agent, subject to the terms hereof, as Collateral. Unless an Event of Default exists, each Grantor shall be entitled to receive all cash dividends and distributions paid in respect of any of the Collateral (subject to the restrictions of any other Loan Document). Administrative Agent shall be entitled to all dividends and distributions, and to any sums paid upon or in respect of any Collateral, upon the liquidation, dissolution, or reorganization of the issuer thereof which shall be paid to Administrative Agent to be held by it as additional collateral security for and application to the Obligations at the discretion of Administrative Agent. All dividends paid or distributed in respect of the Collateral which are received by any Grantor in violation of this Agreement shall, until paid or delivered to Administrative Agent, be held by each Grantor in trust as additional Collateral for the Obligations.

4.8. Right of Administrative Agent to Notify Issuers. If an Event of Default exists and is continuing and at such other times as Administrative Agent is entitled to receive dividends and other property in respect of or consisting of any Collateral which is or represents an equity or ownership interest in any Person ("Securities Collateral"), Administrative Agent may notify issuers of the Securities Collateral to make payments of all dividends and distributions directly to Administrative Agent and Administrative Agent may take control of all proceeds of any Securities Collateral. Until Administrative Agent elects to exercise such rights, if an Event of Default exists, each Grantor, as agent of Administrative Agent, shall collect and segregate all dividends and other amounts paid or distributed with respect to the Securities Collateral.

4.9. Insurance. Each Grantor shall, at its own expense, maintain insurance in accordance with the terms set forth in Credit Agreement. All such policies of insurance insuring the Equipment and Inventory shall be written for the benefit of Administrative Agent for itself and the Secured Parties and each Grantor, as their interests may appear, and shall provide for at least thirty Business Days' prior written notice of cancellation to Administrative Agent. Upon reasonable request by Administrative Agent, each Grantor shall promptly furnish to Administrative Agent evidence of such insurance in form and content satisfactory to Administrative Agent. If any Grantor fails to perform or observe any applicable covenants as to insurance, Administrative Agent may at its option obtain insurance on only Lenders' interest in the Equipment and Inventory, any premium thereby paid by Administrative Agent to become part of the Obligations, bear interest prior to the existence of an Event of Default, at the then applicable Base Rate, and during the existence of an Event of Default, at the Highest Lawful Rate. If Administrative Agent maintains such substitute insurance, the premium for such insurance shall be due on demand and payable by the applicable Grantor to Administrative Agent. Each Grantor grants and appoints Administrative Agent its attorney-in-fact to, if an Event of Default exists, endorse any check or draft that may be payable to each such Grantor in order to collect any payments in respect of insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any policy of insurance. Any such sums collected by Administrative Agent shall be credited, except to the extent applied to the purchase by Administrative Agent of similar insurance, to any amounts then owing on the Obligations in accordance with the Credit Agreement.

4.10. Transfers and Other Liens. Each Grantor shall not (a) sell, assign (by operation of Law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as permitted under the Credit Agreement and the other Loan Documents, or (b) create or permit to exist any Lien, option, or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Agreement (and except as provided for in the Credit Agreement and Original Collateral Documents).

4.11. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Administrative Agent Grantor's attorney-in-fact, with full authority in the place and stead of each Grantor and in the name of each Grantor or otherwise to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation (provided that the actions listed in each clause below other than the obtainment and adjustment of insurance may only be taken or exercised if an Event of Default exists):

(a) to obtain and adjust insurance required to be paid to Administrative Agent pursuant to Section 4.9;

(b) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;

(c) to receive, indorse, and collect any drafts or other Instruments, Documents, and Chattel Paper, in connection therewith; and

(d) to file any claims or take any action or institute any proceedings which Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Collateral or the rights of Administrative Agent with respect to any of the Collateral. **EACH GRANTOR HEREBY IRREVOCABLY GRANTS TO ADMINISTRATIVE AGENT EACH SUCH GRANTOR'S PROXY (EXERCISABLE IF AN EVENT OF DEFAULT EXISTS) TO VOTE ANY SECURITIES COLLATERAL AND APPOINTS ADMINISTRATIVE AGENT EACH SUCH GRANTOR'S ATTORNEY-IN-FACT TO PERFORM ALL OBLIGATIONS OF GRANTOR UNDER THIS AGREEMENT AND TO EXERCISE ALL OF ADMINISTRATIVE AGENT'S AND EACH OTHER SECURED PARTY'S RIGHTS HEREUNDER. THE PROXY AND EACH POWER OF ATTORNEY HEREIN GRANTED, AND EACH STOCK POWER AND SIMILAR POWER NOW OR HEREAFTER GRANTED (INCLUDING ANY EVIDENCED BY A SEPARATE WRITING), ARE COUPLED WITH AN INTEREST AND ARE IRREVOCABLE PRIOR TO FINAL PAYMENT IN FULL OF THE OBLIGATIONS.**

ARTICLE V

RIGHTS AND POWERS OF SECURED PARTIES.

5.1. Administrative Agent May Perform. If any Grantor fails to perform any agreement contained herein, Administrative Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Administrative Agent incurred in connection therewith shall be payable by each such Grantor under Section 5.6.

5.2. Administrative Agent's Duties. The powers conferred on Administrative Agent hereunder are solely to protect Lenders' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by Lenders hereunder, neither Administrative Agent nor any other Lender shall have any duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relative to any Collateral, whether or not Administrative Agent or any other Lender has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Administrative Agent accords its own property. Except as provided in this Section 5.2., neither Administrative Agent nor any other Lender shall have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto. Nothing contained in this Agreement shall be construed as requiring or obligating Administrative Agent or any other Lender, and neither Administrative Agent nor any other Lender shall be required or obligated, to (a) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (b) notify any Grantor of any decline in the value of any Collateral.

5.3. Remedies. If an Event of Default exists:

(a) Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it or any other Lender pursuant to any applicable Law, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Texas at that time (whether or not the Uniform Commercial Code applies to the affected Collateral), and also may require each Grantor to, and each Grantor will at its expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral as directed by Administrative Agent and make it available to Administrative Agent at a place to be designated by Administrative Agent which is reasonably convenient to both parties at public or private sale, at any of Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Administrative Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by Law, ten days' notice to each Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as set forth in Section 8.03 of the Credit Agreement.

(c) All payments received by each Grantor under or in connection with any Collateral shall be received in trust for the benefit of Administrative Agent, shall be segregated from other funds of each such Grantor, and shall be forthwith paid over to Administrative Agent in the same form as so received (with any necessary indorsement).

(d) Because of the Securities Act of 1933, as amended ("Securities Act"), and other Laws, including without limitation state "blue sky" Laws, or contractual restrictions or agreements, there may be legal restrictions or limitations affecting Administrative Agent in any attempts to dispose of the Collateral and the enforcement of rights under this Agreement. For these reasons, Administrative Agent is authorized by each Grantor, but not obligated, if any Event of Default exists, to sell or otherwise dispose of any of the Collateral at private sale, subject to an investment letter, or in any other manner which will not require the Collateral, or any part thereof, to be registered in accordance with the Securities Act, or any other Law. Administrative Agent is also hereby authorized by each Grantor, but not obligated, to take such actions, give such notices, obtain such consents, and do such other things as Administrative Agent may deem required or appropriate under the Securities Act or other securities Laws or other Laws or contractual restrictions or agreements in the event of a sale or disposition of any Collateral. Each Grantor understands that Administrative Agent may in its discretion approach a restricted number of potential purchasers and that a sale under such circumstances may yield a lower price for the Collateral than would otherwise be obtainable if same were registered and/or sold in the open market. No sale so made in good faith by Administrative Agent shall be deemed to be not "commercially reasonable" because so made. Each Grantor agrees that if an Event of Default exists, and Administrative Agent sells the Collateral or any portion thereof at any private sale or sales, Administrative Agent shall have the right to rely upon the advice and opinion of appraisers and other Persons, which appraisers and other Persons are acceptable to Administrative Agent, as to the best price

reasonably obtainable upon such a private sale thereof. In the absence of actual fraud, such reliance shall be prima facie evidence that Administrative Agent and the other Secured Parties handled such matter in a commercially reasonable manner under applicable Law.

(e) If Administrative Agent shall determine to exercise Secured its right to sell any or all of the Collateral, and if in the opinion of counsel for Administrative Agent it is necessary, or if in the reasonable opinion of Administrative Agent it is advisable, to have the Collateral or that portion thereof to be sold, registered under the provisions of the Securities Act, each Grantor will, to the fullest extent it has the capability to do so, cause the issuers of the Collateral contemplated to be sold to execute and deliver, and cause the directors and officers of each thereof to execute and deliver, all at Grantor's expense, all such instruments and documents, and to do or cause to be done all such other acts and things, as may be necessary or, in the opinion of Administrative Agent, advisable to register the Collateral or that portion thereof to be sold, under the provisions of the Securities Act and to cause the registration statement relating thereto to become effective and to remain effective for such period as Administrative Agent may deem appropriate to facilitate the sale or other disposition of such Collateral from the date of the first public offering of the Collateral or that portion thereof to be sold, and to make all amendments thereto and/or to the related prospectus which, in the opinion of Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act. Each Grantor shall use its best efforts to cause each issuer of Collateral to comply with the provisions of the securities or "blue sky" Laws of any jurisdiction which Administrative Agent shall designate and to cause each Issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of the Securities Act and applicable "blue sky" Laws.

(f) After notice to Grantor, Administrative Agent and such Persons as Administrative Agent may reasonably designate shall have the right, at Grantor's own cost and expense, to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition, and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(g) For purposes of enabling Lenders to exercise rights and remedies under this Agreement, each Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor or any other Person, provided, that if the license granted to Administrative Agent is a sublicense, each Grantor shall be solely responsible for, and indemnify Administrative Agent against, any royalty or other compensation payable to Grantor's licensor or other Person) to use all of Grantor's Software, and including in such license reasonable access to all media in which any of the licensed items may be recorded and all related manuals.

(h) For the purpose of enabling Lenders to exercise rights and remedies under this Agreement, each Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor or any other Person) to use, license, or sub-license any of the Collateral consisting of Intellectual Property and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all Software used for the use, compilation, or printout thereof. In connection therewith, each

Grantor shall execute and deliver a License Agreement to Administrative Agent to evidence the grant of such license. The use of such license by Administrative Agent shall be exercised, at the option of Administrative Agent, if an Event of Default exists; provided that any license, sub-license, or other transaction entered into by Administrative Agent in accordance herewith shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default.

5.4. Appointment of Receiver or Trustee. In connection with the exercise of Lenders' rights under this Agreement or any other Loan Document, Administrative Agent may, if an Event of Default exists resulting in the acceleration of the Obligations or following any Loan Party's failure to pay any of the Obligations at maturity, obtain the appointment of a receiver or trustee to assume, upon receipt of all necessary judicial or other Governmental Authority consents or approvals, control of or ownership of any Permits. Such receiver or trustee shall have all rights and powers provided to it by Law or by court order or provided to Administrative Agent under this Agreement or any other Loan Document. Upon the appointment of such trustee or receiver, each Grantor shall cooperate, to the extent necessary or appropriate, in the expeditious preparation, execution, and filing of an application to any Governmental Authority or for consent to the transfer of control or assignment of each Grantor's Permits to the receiver or trustee.

5.5. Further Approvals Required.

(a) In connection with the exercise by Administrative Agent of rights under this Agreement that affects the disposition of or use of any Collateral, it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of Collateral. In connection with the exercise by Administrative Agent or any other Secured Party of its rights relating to the disposition of or operation under any Permit, it may be necessary to obtain the prior consent or approval of other Governmental Authority, or other Persons to the exercise of rights with respect to the Collateral. If an Event of Default exists, each Grantor shall execute, deliver, and file, and hereby appoints (to the extent not prohibited by Applicable Law) Administrative Agent as its attorney, to execute, deliver, and file on Grantor's behalf and in Grantor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be necessary or appropriate, in Administrative Agent's opinion, to obtain such consents or approvals. Each Grantor shall use its best efforts to obtain such consents or approvals if a Default or Event of Default exists. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.5(a) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(a) may be specifically enforced.

(b) Each Grantor shall, if an Event of Default exists, execute, deliver, and file, and hereby appoints Administrative Agent as its attorney-in-fact, to, if an Event of Default exists, execute, deliver, and file on Grantor's behalf and in Grantor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be reasonably necessary or appropriate, in Administrative Agent's opinion, to obtain such consents, waivers, or approvals. Each Grantor shall use its best efforts to obtain the foregoing consents, waivers, and approvals, including receipt of consents, waivers, and approvals under applicable agreements prior to a Default or Event of Default. Each Grantor acknowledges that there is no adequate remedy at Law for failure by it to comply with the provisions of this Section 5.5(b) and that

such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(b) may be specifically enforced.

5.6. INDEMNITY AND EXPENSES

(a) EACH GRANTOR SHALL INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) SECURED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) GROWING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), EXPRESSLY INCLUDING SUCH CLAIMS, LOSSES, OR LIABILITIES ARISING OUT OF MERE NEGLIGENCE OF ANY SECURED PARTY, EXCEPT CLAIMS, LOSSES, OR LIABILITIES RESULTING FROM ANY SECURED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) EACH GRANTOR WILL UPON DEMAND PAY TO EACH SECURED PARTY THE AMOUNT OF ANY AND ALL REASONABLE EXPENSES, INCLUDING THE REASONABLE FEES AND EXPENSES OF ITS COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH SUCH SECURED PARTY MAY INCUR IN CONNECTION WITH (I) THE ADMINISTRATION OF THIS AGREEMENT, (II) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY OF THE COLLATERAL, (III) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF ANY SECURED PARTY HEREUNDER, OR (IV) THE FAILURE BY GRANTOR TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF.

ARTICLE VI

MISCELLANEOUS

6.1. Maximum Liability. Anything in this Agreement to the contrary notwithstanding, the obligations of each Grantor (other than Borrower) hereunder shall be limited to a maximum aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable Law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of each Grantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of each Grantor in respect of intercompany indebtedness to other Loan Parties or Affiliates of other Loan Parties to the extent that such indebtedness would be discharged in an amount equal to the amount paid or property conveyed by each Grantor under the Loan Documents) and after giving effect as assets, subject to Section 6.2, to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation or contribution of each Grantor pursuant to (a) Applicable Law or (b) any agreement providing for an equitable allocation among each Grantor and other Loan Parties of obligations arising under the Loan Documents.

6.2. Waiver of Subrogation. Each Grantor shall not assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights or Liens of any Lender or any other beneficiary against any other Loan Party or any Collateral or other security, or (b) any right of recourse, reimbursement,

contribution, indemnification, or similar right against any other Loan Party on all or any part of the Obligations or any other Loan Party, and each Grantor hereby waives any and all of the foregoing rights and the benefit of, and any right to participate in, and Collateral or other security given to or for the benefit of any Lender or any other beneficiary to secure payment of the Obligations. This Section 6.2 shall survive the termination of this Agreement, and any satisfaction and discharge of each Grantor by virtue of any payment, court order, or Law.

6.3. Cumulative Rights. All rights of Administrative Agent and each other Lender under the Loan Documents are cumulative of each other and of every other right which Administrative Agent and each other Lender may otherwise have at Law or in equity or under any other agreement. The exercise of one or more rights shall not prejudice or impair the concurrent or subsequent exercise of other rights.

6.4. Amendments; Waivers. Any term, covenant, agreement, or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by Administrative Agent and, in the case of an amendment, by each Grantor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of any Lender under this Agreement or Applicable Law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of any Lender under this Agreement or Applicable Law.

6.5. Continuing Security Interest. This Agreement creates a continuing security interest in the Collateral and shall (a) remain in full force and effect until the later of (i) the Obligations are fully, indefeasibly, absolutely and unconditionally paid and (ii) the expiration of the obligation of all Lenders to extend credit to each Grantor, (b) be binding upon each Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, Administrative Agent and its successors, transferees and assigns. At such time as the Obligations are fully, indefeasibly, absolutely and unconditionally paid and all obligations of all Lenders to extend credit to each Grantor have expired, Administrative Agent will, at Grantor's expense, execute and deliver to each Grantor such documents as each such Grantor shall reasonably request to evidence such payment. Each Grantor agrees that to the extent that Administrative Agent or any other Lender receives any payment or benefit and such payment or benefit, or any part thereof, is subsequently invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver, or any other Person under any Debtor Relief Law, common law or equitable cause, then to the extent of such payment or benefit, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or benefit had not been made and, further, any such repayment by Administrative Agent or any other Lender, to the extent that Administrative Agent or any other Lender did not directly receive a corresponding cash payment, shall be added to and be additional Obligations payable upon demand by Administrative Agent or any other Lender and secured hereby, and, if the lien and security interest hereof shall have been released, such lien and security interest shall be reinstated with the same effect and priority as on the date of execution hereof all as if no release of such lien or security interest had ever occurred.

6.6. GOVERNING LAW; WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION AND SERVICE OF PROCESS.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN

ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) The parties hereto agree that Chapter 346 (other than Section 346.004) of the Texas Finance Code (which regulates certain revolving credit accounts and revolving tri-party accounts) shall not apply to the Loans or the other Obligations.

(c) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS SITTING IN DALLAS COUNTY, TEXAS OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF TEXAS (DALLAS DIVISION), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. THE GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

(d) Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6.7. Administrative Agent's Right to Use Agents. Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

6.8. No Interference, Compensation or Expense. Administrative Agent may exercise its rights under this Agreement (a) without resistance or interference by any Grantor and (b) without payment of any rent, license fee, or compensation of any kind to any Grantor.

6.9. Waivers of Rights Inhibiting Enforcement. Each Grantor waives (a) any claim that, as to any part of the Collateral, a public sale, should Administrative Agent elect so to proceed, is, in and of

itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT EACH GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF SECURED PARTIES' RIGHTS HEREUNDER** and (c) all rights of redemption, appraisalment or valuation.

6.10. Obligations Not Affected. To the fullest extent not prohibited by Applicable Law, the obligations of each Grantor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment, addition, or supplement to, or restatement of any Loan Document or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by Administrative Agent or any other Lender of any right, remedy, power, or privilege under or in respect of, or any release of any guaranty, any collateral, or the Collateral or any part thereof provided pursuant to, this Agreement or any Loan Document;

(c) any waiver, consent, extension, indulgence, or other action or inaction in respect of this Agreement or any Loan Document or any assignment or transfer of any thereof;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of any Loan Party or any other Person, whether or not each Grantor shall have notice or knowledge of any of the foregoing; or

(e) any other event which may give a Grantor or any other Loan Party a defense to, or a discharge of, any of its obligations under any Loan Document.

6.11. Notices and Deliveries.

(a) Manner of Delivery. All notices, communications, and materials to be given or delivered pursuant to this Agreement shall, except in those cases where giving notice by telephone is expressly permitted, be given or delivered in writing. All written notices, communications, and materials shall be sent by registered or certified mail, postage prepaid, return receipt requested, by telecopier, or delivered by hand. In the event of a discrepancy between any telephonic notice and any written confirmation thereof, such written confirmation shall be deemed the effective notice except to the extent Administrative Agent or the Grantors have acted in reliance on such telephonic notice.

(b) Addresses. All notices, communications, and materials to be given or delivered pursuant to this Agreement shall be given or delivered at the following respective addresses and telecopier and telephone numbers and to the attention of the following individuals or departments:

- (i) if to Grantor at:
c/o Team, Inc.
200 Hermann
Alvin, Texas 77512
Telephone: _____
Facsimile: _____
Attention: _____
- (ii) if to Administrative Agent, to it at:
Bank of America, N.A.
Agency Management
231 South LaSalle Street
Mail Code: IL1-231-08-30
Chicago, Illinois 60697
Telephone: 312-923-1640
Facsimile: 877-206-8435
Attention: Suzanne M. Paul, Vice President

or at such other address, telecopier or telephone number or to the attention of such other individual or department as the party to which such information pertains may hereafter specify in a notice to the other specifically captioned "Notice of Change of Address".

(c) Effectiveness. Each notice, communication and any material to be given or delivered to Administrative Agent or each Grantor pursuant to this Agreement shall be effective or deemed given or delivered upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail when delivered. In no event shall a voicemail message be effective as a notice, communication or confirmation hereunder.

(d) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future Laws during the term thereof, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, *in lieu* of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

(e) Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns (including, as to each Grantor, all Persons who may become bound as a debtor or a new debtor to this Agreement); provided, each Grantor may not assign any of its rights or obligations under this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

(g) ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN PAPERS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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 duly authorized officers as of the date first above written.

TEAM, INC.

By: 
Phillip J. Hawk

TEAM INDUSTRIAL SERVICES, INC.

TEAM INVESTMENT, INC.

LEAK REPAIRS, INC.

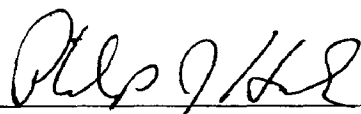
CLIMAX PORTABLE MACHINE TOOLS, INC.

THERMAL SOLUTIONS, INC.

X-RAY INSPECTION, INC.

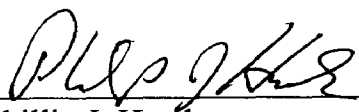
TEAM COOPERHEAT-MQS, INC.

TEAM INDUSTRIAL SERVICES OF CANADA, INC.

By: 
Phillip J. Hawk
Vice President, Team Industrial Services, Inc.
Chief Executive Officer, Team Investment, Inc.
President, Leak Repairs, Inc.
Vice President, Climax Portable Machine Tools, Inc.
Vice President, Thermal Solutions, Inc.
President, X-Ray Inspection, Inc.
Chairman, Team Cooperheat-MQS, Inc.
_____, Team Industrial Services of Canada, Inc.

TEAM FACILITIES & SERVICES, L.P.

By: Team, Inc., its General Partner

By: 
Phillip J. Hawk
Chief Executive Officer

Security Agreement Signature Page

**Security Agreement
Schedule I
Organization and Names**

GRANTOR: TEAM, INC.

- | | |
|---|-------------------------------|
| (a) Jurisdiction of Origin and Entity Type &
Charter Number: | Texas corporation
32951200 |
| (b) Prior Names: | None |
| (c) Changes in Identity or Entity Type: | None |
| (d) Trade Names: | None |
| (e) Federal Tax Identification Number: | 74-1765729 |

GRANTOR: TEAM INDUSTRIAL SERVICES, INC.

- | | |
|---|--|
| (a) Jurisdiction of Origin and Entity Type &
Charter Number: | Texas corporation
33380800 |
| (b) Prior Names (dates changed): | Team Environmental Services, Inc. (September
9, 1996); Leak Repairs, Inc. (May 8, 1992) |
| (c) Changes in Identity or Entity Type: | None |
| (d) Trade Names: | None |
| (e) Federal Tax Identification Number: | 74-1776312 |

GRANTOR: TEAM INVESTMENT, INC.

- | | |
|---|---------------------------------|
| (a) Jurisdiction of Origin and Entity Type &
Charter Number: | Delaware corporation
2850263 |
| (b) Prior Names: | None |
| (c) Changes in Identity or Entity Type: | None |
| (d) Trade Names: | None |
| (e) Federal Tax Identification Number: | 51-0381574 |

GRANTOR: CLIMAX PORTABLE MACHINE TOOLS, INC.

- (a) Jurisdiction of Origin and Entity Type & Charter Number: Oregon corporation
07840614
- (b) Prior Names: Climax Manufacturing Co.
- (c) Changes in Identity or Entity Type: None
- (d) Trade Names: None
- (e) Federal Tax Identification Number: 93-0553883

GRANTOR: THERMAL SOLUTIONS, INC.

- (a) Jurisdiction of Origin and Entity Type & Charter Number: Colorado corporation
19971144782
- (b) Prior Names: None
- (c) Changes in Identity or Entity Type: None
- (d) Trade Names: None
- (e) Federal Tax Identification Number: 84-1432240

GRANTOR: X-RAY INSPECTION, INC.

- (a) Jurisdiction of Origin and Entity Type & Charter Number: Louisiana
30721010D
- (b) Prior Names: None
- (c) Changes in Identity or Entity Type: None
- (d) Trade Names: None
- (e) Federal Tax Identification Number: 72-0743181

GRANTOR: TEAM COOPERHEAT-MQS, INC.

- (a) Jurisdiction of Origin and Entity Type & Charter Number: Texas corporation
800365919
- (b) Prior Names (date changed): Team Acquisition Corp. (August 2, 2004)
- (c) Changes in Identity or Entity Type: None
- (d) Trade Names: None
- (e) Federal Tax Identification Number: 20-1441756

GRANTOR: TEAM INDUSTRIAL SERVICES OF CANADA, INC.

- (a) Jurisdiction of Origin and Entity Type & Charter Number: Delaware corporation
- (b) Prior Names: None
- (c) Changes in Identity or Entity Type: None
- (d) Trade Names: None
- (e) Federal Tax Identification Number:

GRANTOR: TEAM FACILITIES & SERVICES, L.P.

- (a) Jurisdiction of Origin and Entity Type & Charter Number: Texas limited partnership
10545510
- (b) Prior Names: None
- (c) Changes in Identity or Entity Type: None
- (d) Trade Names: None
- (e) Federal Tax Identification Number: 76-0573325

0483208.01
730047-000300

SCHEDULE 2

Addresses

(a) Chief Executive Office: **TEAM, INC.**

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property: None

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: **TEAM INDUSTRIAL SERVICES, INC.**

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA
2805 25 th Avenue North Texas City, Texas 77590		Galveston	Texas	USA
9222 Ashland Road Gonzales, Louisiana 70737		Ascension Parish	Louisiana	USA
2313 Oak Leaf Street Joliet, Illinois 60436		Will	Illinois	USA
750 Davistown Road Suite C Brownwood, New Jersey 08012		Morris	New Jersey	USA
2440 West Cardinal Dr. Beaumont, Texas 77705		Jefferson	Texas	USA

2450 East 13 th Street Loveland, Colorado 80537		Larimer	Colorado	USA
2620 Centennial Road Suite H Toledo Ohio 43617		Lucas	Ohio	USA
404 Keystone Drive Carnegie, Pennsylvania 15106		Allegheny	Pennsylvania	USA
16 Corporate Circle East Syracuse, New York 13057		Onondaga	New York	USA
Rt. 1, Box 284-1 Charleston, West Virginia 25312		Kanawha	West Virginia	USA
5106 Eates Parkway Longview, Texas 75603		Gregg	Texas	USA
14909 Gwen Chris Court Paramount, CA 90723		Los Angeles	California	USA
3218 East Pasadena Frwy. Pasadena, Texas		Galveston	Texas	USA
1500 Edwards Avenue Unit M New Orleans, LA		Orleans Parish	Louisiana	USA
5821 Rangeline Road Suite 104 Theodore, Alabama		Mobile	Alabama	USA
104 Gordon Road Wilmington, North Carolina		New Hanover	North Carolina	USA

1599 North Lexington Blvd. Corpus Christi, Texas 78409		Nueces	Texas	USA
2490-A Arnold Industrial Way Concord, California		Contra Costa	California	USA
450 North Hazel Street Sulphur, Louisiana 70664		Calcasieu Parish	Louisiana	USA
11159 South Towne Square, Unit E St. Louis, Missouri 63123		St. Louis	Missouri	USA
6213 Portal Way Suite C Ferndale, Washington 98248		Whatcom	Washington	USA
445 Broadway Avenue St. Paul Park, Minnesota 55071		Washington	Minnesota	USA
7437 Whitepine Road Richmond, Virginia 23237		Richmond	Virginia	USA
515 Airport Road, Suite 109 Chattanooga, TN 37421		Hamilton	Tennessee	USA
212-A Central Circle Avenue Decatur, Alabama 35603		Morgan	Alabama	USA

1318 West Main Collinsville, Oklahoma 74201		Tulsa	Oklahoma	USA
62 Liberty Drive Hermon, Maine 04401- 1130		Penobscot	Maine	USA
472 G-2 Flowing Wells Road Augusta, Georgia 30907		Richmond	Georgia	USA
2612 Remington Road Odessa, Texas 79763		Ector	Texas	USA
610 North Florida Borger, Texas 79007		Hutchinson	Texas	USA
1901 East Linden Avenue #23 Linden, New Jersey 07036		Union	New Jersey	USA
NA	P.O. Box 1578 Middletown, Ohio 45042	Butler	Ohio	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: **TEAM INVESTMENT, INC.**

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: CLIMAX PORTABLE MACHINE TOOLS, INC.

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
2712 E. 2 nd Street Newberg, Oregon 97132		Yamhill	Oregon	USA

(b) Locations where books and records are kept: 2712 E. 2nd Street Newberg, Oregon 97132

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
2712 E. 2 nd Street Newberg, Oregon 97132		Yamhill	Oregon	USA
750 Davistown Road Suite C Brownwood, New Jersey 08012		Morris	New Jersey	USA
2313 Oak Leaf Street Joliet, Illinois 60436		Will	Illinois	USA
14909 Gwen Chris Court Paramount, California 90723		Los Angeles	California	USA
16823 Hwy. 35 Pearland, Texas 77581		Brazoria	Texas	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

Chief Executive Office: THERMAL SOLUTIONS, INC.

(a)

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
12316 Dumont Way Littleton, Colorado 80125		Arapahoe	Colorado	USA

(b) Locations where books and records are kept: 12316 Dumont Way Littleton, Colorado 80125

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
12316 Dumont Way Littleton, Colorado 80125		Arapahoe	Colorado	USA
5230 West Luge Avenue Suite F-16 Glendale, Arizona 85301		Maricopa	Arizona	USA
630 Carob Street Compton, California 90220		Los Angeles	California	USA
1949 North Woodlawn Ave. Griffith, Indiana 46319		Lake	Indiana	USA
92 North Main Street Windsor, New Jersey 08561		Mercer	New Jersey	USA

3005 Silver Drive Columbus, Ohio 43224		Franklin	Ohio	USA
10838 East Newton Street, Suite 17		Tulsa	Oklahoma	USA
124 Hindman Lane Butler, Pennsylvania 16001		Butler	Pennsylvania	USA
177-B East Alton Avenue East Alton, Illinois 62024		Madison	Illinois	USA
8030 Leesa Lane Pasadena, Texas 77507		Galveston	Texas	USA
1569 West 2225 South, Unit B Wood Cross, Utah 84087		Davis	Utah	USA
3302 Cedardale D% Mt. Vernon, Washington 98274		Skagit	Washington	USA
3760 North Avenue West Missoula, Montana 59804		Missoula	Montana	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: X-RAY INSPECTION, INC.

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA
120 Row Three Lafayette, Louisiana 70508		Lafayette Parish	Louisiana	USA
9356 Ashland Road Gonzales, Louisiana		Ascension Parish	Louisiana	USA
4832 Washington Blvd. Beaumont, Texas 77707		Jefferson	Texas	USA
1599 North Lexington Blvd. Corpus Christi, Texas 78409		Nueces	Texas	USA
16823 Hwy. 35 Pearland, Texas 77581		Brazoria	Texas	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: **TEAM COOPERHEAT-MQS, INC.**

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA
4740 Eastpark Drive Houston, Texas 77028		Harris	Texas	USA
8525 18 Street Edmonton, Alberta Canada T6P 1K4			Alberta	Canada
10520 Chester Road Woodlawn, Ohio 43215		Howard	Ohio	USA
5901 Harper Road Solon, Ohio 44139		Cuyahoga	Ohio	USA
6265 Rangeline Road Theodore, Alabama 36582		Mobile	Alabama	USA

4570 Ivy Street Unit B-400 Denver, Colorado 80216	Denver	Colorado	USA
196 Woodlawn Road Berlin, Connecticut 06037	Hartford	Connecticut	USA
1398 Atomic Road North Augusta, South Carolina 29842	Aiken	South Carolina	USA
1920 Oakcrest Avenue Roseville, Minnesota 55113	Ramsey	Minnesota	USA
2305 N. 35th Avenue Phoenix, Arizona 85009	Maricopa	Arizona	USA
4525 Campbell's Run Road Pittsburgh, Pennsylvania 15205	Allegheny	Pennsylvania	USA
8013 Fort Smallwood Road Baltimore, Maryland 21226	Baltimore	Maryland	USA
500 Broadway South Roxana, Illinois 62087	Madison	Illinois	USA
1404 S. Marshall St. Paris, Illinois 61944	Edgar	Illinois	USA

37568 Hwy. 30 Gonzales, Louisiana 70737		Ascension Parish	Louisiana	USA
1245 W. Cardinal Dr., Suite A Beaumont, Texas 77705		Jefferson	Texas	USA
3640 West 179th St. Hammond, Indiana 46323		Lake	Indiana	USA
19443 Laurel Park Road Rancho Dominguez, California 90220		Los Angeles	California	USA
475 Industrial Way Benicia, California 94510		Solana	California	USA
6956 Phillips Parkway Jacksonville, Florida 32256		Duval	Florida	USA
2448 S. Market Ave. Odessa, Texas 79766		Ector	Texas	USA
5729 S. Laburnum Ave. Richmond, Virginia		Richmond	Virginia	USA
711 Crescent Avenue Rumford, Maine 04276		Oxford	Maine	USA
1230 State Highway 288B Richwood, Texas 77531		Brazoria	Texas	USA

240 Turner Way Aston, Pennsylvania 19014		Delaware	Pennsylvania	USA
12645 Delta St. Taylor, Michigan 48180		Wayne	Michigan	USA
Road 183 Km1 Caguas a San Lorenzo Al Lado del colegio, Columbia		None		Colombia
24 Simmonds Dr. Darmouth, Nova Scotia Canada B3B 1R3		None		Canada
430 Industrial Dr. Unit 2 Milton, Ontario Canada L9T 5A6		None		Canada
190 McAlpine Crescent Fort McMurray, Alberta Canada		None		Canada
345 Queen Street Sarnia, Ontario Canada N7T 2S3		None		Canada
1101 78 Street Edmonton, Alberta Canada T6P 1Lb		None		Canada
61 Naparima Mayaro Rd. Corinth, Trinidad		None		Trinidad

345 St. Clair Street Samia, Ontario Canada N7T 7H8		None		Canada
Av. Intercontinental Ali Primera Via Judibana Calle Cerro Atravesado #1 Judibano, Falcon		None		
Zona Industrial Mesones Via El Moriche Condominio Fesame Barcelona, Anzoategui		None		

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: **TEAM INDUSTRIAL SERVICES OF CANADA, INC.**

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

(a) Chief Executive Office: TEAM FACILITIES & SERVICES, L.P.

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(b) Locations where books and records are kept: 200 Hermann Dr. Alvin, Texas 77511

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
200 Hermann Dr. Alvin, Texas 77511		Brazoria	Texas	USA

(d) All other places of business not listed above: None

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country

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**Security Agreement
Schedule 3
Equity Interests**

<u>Owner</u>	<u>Equity Investment</u>	<u>Equity Ownership</u>
Climax Portable Machine Tools, Inc.	Climax GMBH	50%
Team Industrial Services, Inc.	TIS Trinidad	100%
Team Industrial Services, Inc.	Team Industrial Services of Canada, Inc. (Delaware)	100%
Team Industrial Services, Inc.	Team Industrial Services of Canada, Inc. (Nova Scotia)	100%
Team, Inc.	Teaminc Europe (Netherlands)	70%
Team, Inc.	Team Industrial Services Asia (Pte.) Ltd (Singapore)	100%

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730047-000300

**Security Agreement
Schedule 4
Indebtedness**

<u>Noteholder</u>	<u>Obligor</u>	<u>Amount</u>	<u>Date</u>	<u>Maturity</u>
Climax Portable Machine Tools, Inc.	Airpark Propertires, LLC Jerry Dale - Member Lessie Dale - Member Ed Bartholemy - Member		May 17, 2004	May 1, 2007

SCHEDULE 5(a)
State Registered and Applications for Trademarks, Patents and Copyrights

None

SCHEDULE 5(b)
Registered Patents

Team, Inc.

Registered Owner (Inventor)	Nature of Debtor's Interest	Serial No.	Issue Date	Country	Status
Team Environmental, Inc. (George Harrison)	Owner by Assignment	4,709,729	12/1/1987	USA	Expired
Team, Inc. (George Harrison)	Owner by Assignment	4,520,051	5/28/1985	USA	Patent Expired and not active in this service
Team, Inc. (George Harrison)	Owner by Assignment	4,607,469	8/26/1986	USA	Patent Expired and not active in this service
Team, Inc. (Richard Owen, et. al)	Owner by Assignment	5,175,973	1/5/1993	USA	Patent not maintained due to inactive service
George Harrison	Employer	4,576,401	3/18/1986	USA	Expired
Team Industrial Services, Inc. (Charles L. Lott)	Owner by Assignment	5,118,139	6/2/1992	USA	Active
Team, Inc. (Charles L. Lott)	Owner by Assignment	5,167,843	12/1/1992	USA	Expired
Team, Inc. (John P. Kearns)	Owner by Assignment	5,908,044	6/1/1999	USA	Active

Schedule 5(b)

Climax Portable Machine Tools, Inc.

Registered Owner (Inventor)	Nature of Debtor's Interest	Serial No.	Issue Date	Country	Status
Climax	Owner	3,466,972		USA	Expired
Climax (Christopher Hunt/Paul Strait)	Owner	4,656,898	4/14/1987	USA	Expired
Climax (David Strait)	Owner	4,778,316	10/18/1988	USA	Active
Climax (David Strait)	Owner	4,824,296	4/25/1989	USA	Active
Climax (Gerhard Grunewald/Emil Alunic)	Owner	4,824,452	4/25/1989	USA	Active
Climax (Christopher Hunt)	Owner	4,852,435	8/1/1989	USA	Expired
Climax (David Strait)	Owner	4,990,037	2/5/1991	USA	Active
Climax (David Strait)	Owner	5,106,243	4/21/1992	USA	Active
Climax (David Strait)	Owner	5,125,299	6/30/1992	USA	Active
Climax (David Strait)	Owner	5,297,907	3/29/1994	USA	Active
Climax (David Strait)	Owner	5,630,346	5/20/1997	USA	Active
Climax (David Strait)	Owner	5,642,969	7/1/1997	USA	Active
Climax (Arlan Way)	Owner	5,678,464	10/21/1997	USA	Active
Climax (David Strait)	Owner	5,732,607	3/31/1998	USA	Active

Schedule 5(b)

Climax (David Strait)	Owner	5,775,188	7/7/1998	USA	Active
Climax (Christopher Hunt)	Owner	5,860,446	1/19/1999	USA	Expired
Climax (Arlan Way)	Owner	5,954,462	9/21/1999	USA	Active
Climax (David Strait)	Owner	6,044,571	4/4/2000	USA	Active
Climax (Arlan Way)	Owner	6,279,437	8/28/2001	USA	Active
Climax (David Strait)	Owner	6,536,316	3/25/2003	USA	Active
Climax (Paul Dasso)	Owner	6,782,780	8/31/2004	USA	Active

Schedule 5(b)

**SCHEDULE 5(c)
Patent Applications**

None

Schedule 5(c)

**SCHEDULE 5(d)
Registered Trademarks**

Team, Inc.

Registered Owner	Nature of Debtor's Interest	Registered Trademark	Registration No.	Int'l Class	Date Registered	Country of Registration	Status
Team, Inc.	Owner	"TEAMWARE"	1,804,181	009	11/16/1993	USA	Expired under §8
Team, Inc.	Owner	"INSERT-A-SIZE"	1,672,360	006	1/21/1992	USA	Expired under §8
Team, Inc.	Owner	"ELDACS"	2,130,380	009	1/20/1998	USA	Active
Team, Inc.	Owner	"TEAM"	1,949,868	006 037 042	1/23/1996	USA	Active
Team, Inc.	Owner	"TEAM"	1,830,586	037 039 040 042	4/12/1994	USA	Expired under §8
Team, Inc.	Owner	"TEAM"	1,803,493	042	11/9/1993	USA	Expired under §8
Team, Inc.	Owner	"TEAM"	1,802,413	042	11/21/1993	USA	Expired under §8

Climax Portable Machine Tools, Inc.

Registered Owner	Nature of Debtor's Interest	Registered Trademark	Registration No.	Int'l Class	Date Registered	Country of Registration	Status
Climax	Owner	Climax (design)	1,830,157	007	4/12/1994	USA	Active

Schedule 5(d)

SCHEDULE 5(e)
Trademark Applications

Team, Inc.

Registered Applicant	Nature of Debtor's Interest	Trademark Application	Serial No.	Filing Date	Country	Status
Team, Inc.	Owner	"HOT-STOP"	78234287	4/4/2003	USA	Live
Team Industrial Services, Inc.	Owner by Assignment	"Team Industrial Services, Inc."	78386771	3/18/04	USA	Live
Team Environmental Services, Inc.	Owner	"QUADRA SEAL"	75224179	1/8/1997	USA	Abandoned

Climax Portable Machine Tools, Inc.

None

Schedule 5(e)

**SCHEDULE 5(f)
Registered Copyrights**

None

Schedule 5(f)

**SCHEDULE 5(g)
Copyright Applications**

None

Schedule 5(g)

None

Schedule 5(h)

**SCHEDULE 5(i)
Allegations of Use**

None

Schedule 5(i)

**Security Agreement
Schedule 6
Software**

None

**Security Agreement
Schedule 8
Deposit Accounts**

Bank	Account Number	Account Name
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		Team Inc.
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		Team Facilities & Services, LP
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		Team Facilities and Services, LP, Team Depository Account
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		Team Facilities and Services, LP
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		Team Industrial Services
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		Team Facilities and Services, LP
Bank of America, PO Box 831547 Dallas, Texas 75283-1547		X-Ray Inspection, Inc
Bank of America, PO Box 831547, Dallas, Texas 75283-1547		Climax Portable Machine Tools, Inc., Climax Operating Depository Account
Bank of America, PO Box 831547, Dallas, Texas 75283-1547		Climax Portable Machine Tools, Inc., Climax Operating Disbursement Account
Citizens Bank, 1 Citizens Drive, Riverside, Rhode Island 02915-3000		Team Investment, Inc.
Hibernia National Bank, P.O. Box 61540, New Orleans, Louisiana, 70161		X Ray Inspection, Inc
Union Planters Bank, PO Box 7482, Houston, Texas 77248-7482		Team Inc.
TD Canada Trust , 11 Inglewood Drive, ST Albert, AB T8N5E2		Team Industrial Services of Canada- Depository Account
TD Canada Trust , 11 Inglewood Drive, ST Albert, AB T8N5E2		Team Industrial Services of Canada- Operating Account
RTBE Bank Aruba N.V., Italiestraat 36, Oranjestad, Aruba		Team Industrial Services Inc
RTBE Bank Aruba N.V., Italiestraat 36, Oranjestad, Aruba		Team Industrial Services Inc

**Security Agreement
Schedule 9
Commodity Accounts**

None

**Security Agreement
Schedule 10
Securities Accounts**

Bank	Number	Account Name
UBS Financial Services, Inc., 1100 Poydras Street, Suite 900, New Orleans, Louisiana 70163		Team Inc., Investment Account

**Security Agreement
Schedule 11
Letters of Credit**

None

**Security Agreement
Schedule 12
Required Consents**

None

Security Agreement
Schedule 13
Permits

None

Security Agreement
Schedule 14
Insurance

See insurance certificate delivered to Agent under separate cover