

USPTO 8/25/2009 3:33:48 PM PAGE 4/012 Fax Server  
 TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1 08/19/2009  
 Stylesheet Version v1.1 900141384

|                                  |  |                       |                                     |
|----------------------------------|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Furmanite US G&G LLC             |  | 07/31/2009            | LIMITED LIABILITY COMPANY; DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | Bank of America, N.A.  |                       |                                     |
| <b>Street Address:</b>           | 901 Main Street  |                       |                                     |
| <b>City:</b>                     | Dallas   |                       |                                     |
| <b>State/Country:</b>            | TEXAS  |                       |                                     |
| <b>Postal Code:</b>              | 75202  |                       |                                     |
| <b>Entity Type:</b>              | National Association: USA  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>      | 3285237  | INVATEG               |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (214)200-0753  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 2146515000   |                       |                                     |
| <b>Email:</b>                    | kristin.timmer@haynesboone.com   |                       |                                     |
| <b>Correspondent Name:</b>       | Kristin Timmer   |                       |                                     |
| <b>Address Line 1:</b>           | 2323 Victory Avenue  |                       |                                     |
| <b>Address Line 2:</b>           | Suite 700  |                       |                                     |
| <b>Address Line 4:</b>           | Dallas, TEXAS 75219-7673   |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 17997.1264   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Kristin Timmer   |                       |                                     |
| <b>Signature:</b>                | /Kristin Timmer/   |                       |                                     |

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USPTO

8/25/2009 3:33:48 PM

PAGE

5/012

Fax Server

TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

Date:

08/19/2009

**Total Attachments: 7**

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USPTO

8/25/2009 3:33:48 PM PAGE 6/012 Fax Server

TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 31, 2009 is made by Furmanite US GSG LLC, a Delaware limited liability company (the "Obligor"), in favor of Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Furmanite Worldwide, Inc., a Delaware corporation (the "Company"), certain Subsidiaries of the Company party thereto (together with the Company, the "Borrowers"), the Lenders, and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

**WITNESSETH:**

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

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain subsidiaries of the Company have executed and delivered the Guaranty and Collateral Agreement, dated as of July 31, 2009, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guaranty and Collateral Agreement");

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

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

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

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

**SECTION 2. Grant of Security Interest.** The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the

USPTO

8/26/2009 3:33:48 PM

PAGE

7/012

Fax Server

TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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

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

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signature pages follow.**

USPTO

8/25/2009 3:33:48 PM

PAGE

8/012

Fax Server

TO: KRISTIN TIMMER COMPANY: 2323 VICTORY AVENUE

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

FURMANITE US GSG LLC

By: Furmanite America, Inc., its sole member

By: *Miguel Desdin*  
Name: Miguel Desdin  
Title: Senior Vice President

STATE OF TEXAS )  
COUNTY OF DALLAS )

ss

On the 31<sup>st</sup> day of July, 2009, before me personally came Miguel Desdin, who is personally known to me to be the Vice President of Furmanite America, Inc., a Virginia corporation; who, being duly sworn, did depose and say that he is the Sr. Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Sheldon D. Turner*  
Notary Public 

(PLACE STAMP AND SEAL ABOVE)

USPTO

8/25/2009 3:33:48 PM

PAGE

8/012

Fax Server

TO: KRISTIN TIMMER COMPANY: 2323 VICTORY AVENUE

BANK OF AMERICA, N.A.,  
as Administrative Agent for the Lenders

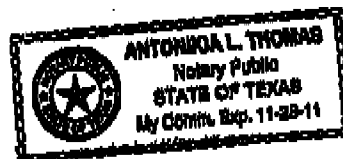
By: Anthony W. Kell  
Name: Anthony W. Kell  
Title: Assistant Vice President

STATE OF TEXAS )  
                          )     \*\*  
COUNTY OF DALLAS )

On the 31<sup>st</sup> day of July, 2009, before me personally came Anthony W. Kell, who is personally known to me to be AVP of Bank of America, N.A.; who, being duly sworn, did depose and say that he is AVP of Bank of America, N.A., the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



Signature Page to  
Trademark Security Agreement

USPTO 8/25/2009 3:33:48 PM PAGE 10/012 Fax Server  
 TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

## SCHEDULE A

## TRADEMARK REGISTRATIONS AND APPLICATIONS

| Registration - application | Trademark # | Country        | Description/Class             |
|----------------------------|-------------|----------------|-------------------------------|
| 039030                     | 052472      | Algeria        | Furmanite 1, 8                |
| 2090904                    | 1692575     | Argentina      | Furmanite 11                  |
| 2090903                    | 1692574     | Argentina      | Furmanite 17, 37              |
| 2090902                    | 1692573     | Argentina      | Trevitest 37                  |
| 2090901                    | 1692572     | Argentina      | Trevitest 9                   |
|                            | 1272685     | Australia      | IPSCO                         |
| 962034                     | 632034      | Australia      | SMARTSHIM 37, 42              |
|                            | 086871      | Austria        | Furmanite 1, 8, 17            |
|                            | 4150        | Bahrain        | Furmanite 17                  |
| 4750791                    |             | Benelux        | IPSCO                         |
|                            | 0547168     | Benelux        | Trevitest 7, 9, 37, 42        |
|                            | 0304596     | Benelux        | Furmanite 1, 8                |
|                            | 200898      | Benelux        | IPSCO                         |
|                            | 7673615     | Bophuthatswana | Furmanite 1                   |
| 899192                     | TMA572289   | Canada         | Torque Tamer                  |
| 1342053                    |             | Canada         | Furmanite                     |
| 815699                     | 851699      | Chile          | Furmanite 17                  |
| 851700                     | 851700      | Chile          | Furmanite 35, 37              |
| 6435390                    | ZC6435390SL | China          | Furmanite 6                   |
| appl #6435381              |             | China          | Trevitest 42                  |
| appl #6435382              |             | China          | Trevitest 37                  |
| appl #6435383              |             | China          | Trevitest 9                   |
| appl #6435384              |             | China          | Trevitest 7                   |
| appl #6435385              |             | China          | Furmanite 42                  |
| appl #6435386              |             | China          | Furmanite 37                  |
| appl #6435387              |             | China          | Furmanite 17                  |
| appl #6435388              |             | China          | Furmanite 9                   |
| appl #6435389              |             | China          | Furmanite 7                   |
| appl #6435397              |             | China          | SmartSHIM 42                  |
| appl #6435398              |             | China          | SmartSHIM 37                  |
| 168917                     | 168917      | Czech Republic | Furmanite 1, 17               |
| 168436                     | 168436      | Czech Republic | Trevitest 9                   |
| 228277                     | 228277      | Denmark        | Furmanite                     |
| 052481                     | 052481      | Egypt          | Furmanite 1                   |
| 32342                      | 000032342   | European Union | Furmanite 1, 8, 17, 37        |
| 32334                      | 000032334   | European Union | Silk                          |
| 32326                      | 000032326   | European Union | Trevitest 7, 9, 37, 72        |
| 32359                      | 000032359   | European Union | Furmatec 7, 8, 9, 42          |
| E5271119                   | 005271119   | European Union | Furmanite                     |
| 005271093                  | 005271093   | European Union | Furmanite 6, 7, 9, 17, 19, 42 |
| 74030                      | 74030       | Finland        | Furmanite 1                   |
| T200900312                 | 245951      | Finland        | IPSCO                         |
| 1364813                    | 1364813     | France         | Furmanite 1                   |

Schedule A

TRADEMARK  
 REEL: 004051 FRAME: 0236

USPTO

8/25/2009 3:33:48 PM PAGE 11/012 Fax Server

TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

|              |             |                       |                                |
|--------------|-------------|-----------------------|--------------------------------|
| 09/3647076   | not issued  | France                | IPSCO                          |
| 1047952      | 1047952     | Germany               | Furmanite word + design 37, 42 |
| 908748       | 908748      | Germany               | Furmanite 07, 17               |
| 57762        | 57762       | Greece                | Furmanite 1                    |
| 19771819     | 1819/77     | Hong Kong             | Furmanite 1                    |
| 351981       | 351981      | India                 | Furmanite 17                   |
| 351982       | 351982      | India                 | Furmanite 8                    |
| 418090       | IDM00013301 | Indonesia             | Furmanite 1                    |
| IDM000075937 |             | Indonesia             | FURMAJET class 9               |
| IDM000075654 |             | Indonesia             | FurmaJet                       |
| WQ0012266    |             | International         | Furmanite 1                    |
| 46354        | 46354       | Iran                  | Furmanite 1                    |
| 22673        | 22673       | Iraq                  | Furmanite (with Arabic)        |
| 330949       | 733935      | Italy                 | Furmanite 1                    |
| applied      |             | Italy                 | Furmanite 1                    |
| 1430137      | 1430137     | Japan                 | Furmanite 1                    |
| 4325436      | 4325436     | Japan                 | Trevitest 9                    |
| 4239720      | 4239720     | Japan                 | Trevitest 42                   |
| 2006-097914  |             | Japan                 | Furmanite                      |
| 2006-097915  |             | Japan                 | Furmanite Logo                 |
| 2006-097916  |             | Japan                 | Furmanite in Katakana          |
| 8820         | 8820        | Kuwait                | Furmanite 1                    |
| 8602550      | 86002550    | Malaysia              | Furmanite 1                    |
| 206762       | 206762      | Mexico                | Furmanite 37                   |
| 297893       | 297893      | New Zealand           | Furmanite 1                    |
| 101699       |             | Norway                | Furmanite 1                    |
| 222969       |             | Norway                | SmartShim                      |
| 249755       | 249755      | Norway                | IPSCO                          |
| 51755        | 51755       | Philippines           | Furmanite 8,17                 |
| 445199       | not issued  | Portugal              | IPSCO                          |
| 2356         | 2356        | Qatar                 | Furmanite 1,8,17               |
| 76/5405      | 76/5405     | S Africa              | Furmanite 1                    |
| 76/3615      | 76/3615     | S Africa              | Furmanite 37                   |
| 80/8234      | 80/8234     | S Africa              | Furmanite 1,2,3,4,5,16,19      |
| 35236        | 35236       | S Korea               | Furmanite 105                  |
| 234337       | 234337      | S Korea               | Furmanite 10                   |
| 79/74        | 79/74       | Saudi Arabia          | Furmanite 1                    |
| 69851        | T7669851H   | Singapore             | Furmanite 1                    |
| 168917       | 168917      | Czech/Slovak Republic | Furmanite 1,17                 |
| 168436       | 168436      | Czech/Slovak Republic | Trevitest                      |
| 35236        | 35236       | South Korea           | Furmanite 105                  |
| M2862746     | not issued  | Spain                 | IPSCO                          |
| 196198       | 196198      | Sweden                | Trevitest                      |
| 289443       | 289443      | Switzerland           | Trevitest 7,9                  |
| 92711        | 92711       | Taiwan                | Furmanite 1                    |
| 76/3615      | 76/3615     | Taiwan                | Furmanite 1                    |

Schedule A

TRADEMARK  
REEL: 004051 FRAME: 0237



USPTO

8/25/2009 3:33:48 PM

PAGE 12/012

Fax Server

TO:KRISTIN TIMMER COMPANY:2323 VICTORY AVENUE

|            |          |           |                          |
|------------|----------|-----------|--------------------------|
| 96601      | 96601    | Turkey    | Furmanite 1              |
| 2430585    | 2430585  | UK        | FurmsSteel 6,9,17,19,42  |
| 1369123    | 1369123  | UK        | SILK                     |
| 631344     | 631344   | UK        | Furmanite 17             |
| 631410     | 631410   | UK        | Furmanite 8              |
| 1227568    |          | UK        | Furmatec 6,7             |
| 2012711    | 2012711  | UK        | Furmatec 6,7             |
| 2142212    | 2142212  | UK        | Furmajet 9,17            |
| 2322712    | 2322712  | UK        | SmartShim 37 42          |
| 2430597    | 2430597  | UK        | Furmanite 6,7,9,17,19,42 |
| 2430585    | 2430585  | UK        | FurmsSteel               |
| 2508650    | 2508650  | UK        | IPSCO                    |
| 2283194    | 2283194  | USA       | PWR.SEAL TECHNOLOGY      |
| 1,080,023  | 1080023  | USA       | Furmanite 37             |
| 78/282,842 | 3382686  | USA       | SmartShim                |
| 2,448,122  | 2448122  | USA       | Torque Tamer 7           |
| 1,416,446  | 1416446  | USA       | Trevitex 9               |
| 2304574    | 3285237  | USA       | INVATEC                  |
| 5183365    | 5183365  | USA       | SILK                     |
| 6,739,926  |          | USA       | Xtria 35, 37, 38, 41, 42 |
| 2,838,947  |          | USA       | Kenser 35,36,37,38,41,42 |
| 96020267   | 96020267 | Venezuela | Furmanite 1              |

Schedule A