

03/30/2012

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Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/20)



103642741

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

TRADEMARKS ONLY

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):**

Furmanite America, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Virginia  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Agent  
Internal  
Address: 7th Floor  
Street Address: 10 South Dearborn Street  
City: Chicago  
State: Illinois  
Country: USA Zip: 60603-2003

Association      Citizenship national banking assoc  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 5, 2012

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1080023

Additional sheet(s) attached?  Yes  No

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

FURMANITE

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

Name: Susan Hamilton  
Internal Address: Suite 3700  
Street Address: 2001 Ross Avenue, Suite 3700  
City: Dallas  
State: Texas Zip: 75201  
Phone Number: 214.220.7936  
Fax Number: 214.999.7936  
Email Address: shamilton@velaw.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

04/02/2012 LMARTIN 00000030 1080023  
Deposit Account Number \_\_\_\_\_  
01 FC:8521 \_\_\_\_\_ 40.00  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ Date: 03/23/2012

Signature      Date

\_\_\_\_\_  
Susan Hamilton  
Name of Person Signing

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

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

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

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

WITNESSETH:

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

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

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

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

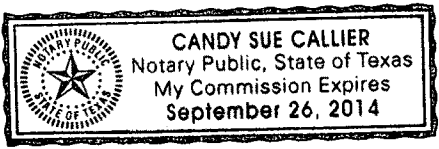
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


**FURMANITE AMERICA, INC.,**  
a Virginia corporation

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

STATE OF TEXAS            )  
  )            ss  
COUNTY OF DALLAS        )

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



  
Notary Public

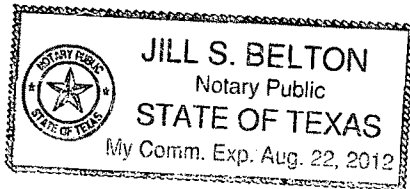
(PLACE STAMP AND SEAL ABOVE)

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

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

STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )        ss

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



*Jill S. Belton*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
73094953	1080023	FURMANITE

Schedule A