

09/24/2012



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

103649806

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

9-21-12

**RECORDATION FORM COVER SHEET  
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 International Limited

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other private limited company

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

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 \_\_\_\_\_

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)

3382686 and 1416446

Additional sheet(s) attached?  Yes  No

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

SMARTSHIM and TREVITEST

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

Name: Julie H. Cooper

Internal Address: Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jcooper@velaw.com

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

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Julie H. Cooper  
Signature

9/21/12  
Date

Julie H. Cooper

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 International Limited, a company organized under the laws of the United Kingdom (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),

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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.

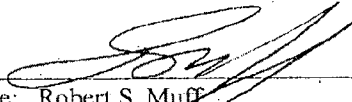
**[Remainder of page intentionally left blank.  
Signature pages follow.]**

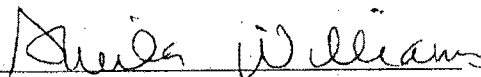
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**FURMANITE INTERNATIONAL LIMITED**

Acting by:

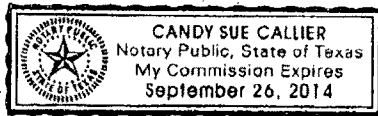
In the presence of:

  
Name: Robert S. Muff  
Title: Director

  
Name: Sheila Williams  
Title: Assistant Secretary

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 a Director of Furmanite International Limited, a corporation organized under the laws of the United Kingdom; who, being duly sworn, did depose and say that he is the Director 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)

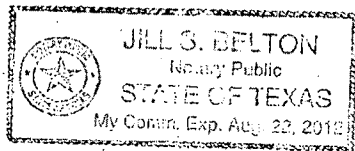
Signature Page to  
Trademark Security Agreement

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

By: *Jim Cunningham*  
Name: Jim Cunningham  
Title: Banker Senior - MM

STATE OF TEXAS            )  
  )        ss  
COUNTY OF DALLAS        )

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)

Signature Page to  
Trademark Security Agreement

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
78282842	3382686	SMARTSHIM
73507487	1416446	TREVITEST

Schedule A