

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615405

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Team, Inc. | | 12/18/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ATLANTIC PARK STRATEGIC CAPITAL FUND, L.P. | | |
| Street Address: | 527 Madison Avenue | | |
| Internal Address: | 25th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2130380 | ELDACS | |
| Registration Number: | 1949868 | TEAM | |
| Registration Number: | 5217871 | TEAM QUALSPEC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2129061216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 068295-0001 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /s/ Angela M. Amaru | | |
| DATE SIGNED: | 12/18/2020 | | |
| Total Attachments: 9 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this Friday of December 18, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ATLANTIC PARK STRATEGIC CAPITAL FUND, L.P., acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain CREDIT AGREEMENT, dated as of December 18, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among (i) Team, Inc., a Delaware corporation (the "Borrower"), (ii) each of the lenders identified as a "Lender" on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a "Lender" and, collectively, the "Lenders"), and (iii) Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors and the other Obligors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of December 18, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of each Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether such right, title and interest of such Grantor therein is now existing or hereafter arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and all renewals thereof;

(b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(c) the right to sue for past, present and future infringements and dilutions thereof;

(d) the goodwill symbolized by the foregoing or connected therewith; and

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(f) all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Security Interest is not granted in, and the Trademark Collateral does not include, any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations issuing therefrom under applicable federal law; *provided*, that upon submission and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use, such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors'

obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

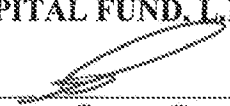
7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS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

[SIGNATURE PAGE FOLLOWS]

AGENT:

ACCEPTED AND
ACKNOWLEDGED BY:

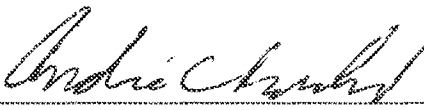
ATLANTIC PARK STRATEGIC
CAPITAL FUND, L.P.

By: 
Name: George Fan
Its: Authorized Signatory

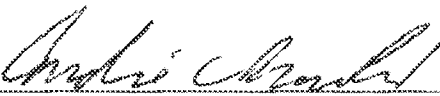
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


TEAM, INC., a Delaware corporation

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

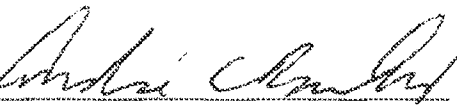
TEAM INDUSTRIAL SERVICES, INC., a Texas corporation

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

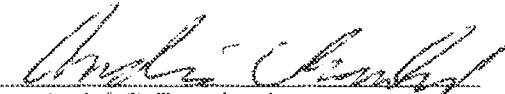
QUEST INTEGRITY USA, LLC, a Texas limited liability company

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

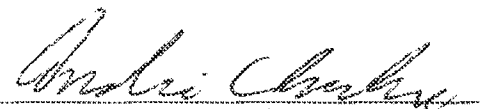
ROCKET ACQUISITION, LLC, a Delaware limited liability company

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

FURMANITE WORLDWIDE, LLC, a
Delaware limited liability company

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

FURMANITE AMERICA, LLC, a Virginia
limited liability company

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

TRADEMARKS

Trademarks (US)

| MARK | GRANTOR | DATE FILED | APPLICATION NUMBER | REGISTRATION DATE | REGISTRATION NUMBER |
|---------------------|--------------------------|------------|--------------------|-------------------|---------------------|
| TORQUE TAMER | FURMANITE WORLDWIDE, LLC | 06/09/98 | 75499029 | 05/01/01 | 2448122 |
| ALL TECH INSPECTION | ROCKET ACQUISITION, LLC | 04/11/13 | 85901513 | 09/08/15 | 4806311 |
| ELDACS | TEAM, INC. | 01/03/97 | 75221003 | 01/20/98 | 2130380 |
| FEACRACK | QUEST INTEGRITY USA, LLC | 08/22/07 | 77261385 | 06/23/09 | 3644210 |
| FURMANITE | FURMANITE AMERICA, INC. | 07/29/76 | 73094953 | 12/20/77 | 1080023 |
| IESCO | ROCKET ACQUISITION, LLC | 04/11/13 | 85901530 | 10/06/15 | 4824666 |
| LIFEQUEST | QUEST INTEGRITY USA, LLC | 05/10/07 | 77178117 | 06/30/09 | 3648102 |

| MARK | ORIGINATOR | DATE FILED | APPLICATION NUMBER | REGISTRATION DATE | REGISTRATION NUMBER |
|-----------------------|--------------------------------|------------|--------------------|-------------------|---------------------|
| MO | TEAM INDUSTRIAL SERVICES, INC. | 04/24/86 | 73595419 | 12/09/86 | 1420626 |
| OS | ROCKET ACQUISITION, LLC | 04/11/13 | 85901501 | 03/17/15 | 4704384 |
| QUALSPEC | ROCKET ACQUISITION, LLC | 09/21/12 | 85735458 | 03/17/15 | 4704184 |
| SMARTHEAT | TEAM INDUSTRIAL SERVICES, INC. | 01/09/14 | 86161225 | 08/05/14 | 4579878 |
| SMARTHEAT (+design) | TEAM INDUSTRIAL SERVICES, INC. | 10/19/11 | 85451450 | 05/14/13 | 4335697 |
| TC | ROCKET ACQUISITION, LLC | 04/11/13 | 85901537 | 10/06/15 | 4824667 |
| TEAM (block letters) | TEAM, INC. | 08/31/92 | 74310224 | 01/23/96 | 1949868 |
| TEAM (block logo B&W) | TEAM INDUSTRIAL SERVICES, INC. | 03/15/18 | 87835973 | 11/20/18 | 5610415 |
| TEAM FURMANITE | FURMANITE WORLDWIDE, LLC | 07/12/16 | 87100875 | 03/07/17 | 5155172 |

| MARK | GRANTOR | DATE FILED | APPLICATION NUMBER | REGISTRATION DATE | REGISTRATION NUMBER |
|--|--------------------------------|------------|--------------------|-------------------|---------------------|
| TEAM INDUSTRIAL SERVICES (design - blue TEAM logo) | TEAM INDUSTRIAL SERVICES, INC. | 04/22/10 | 85020279 | 04/26/11 | 3950193 |
| TEAM QUAL SPEC | Team, Inc. | 10/28/16 | 87219460 | 06/06/17 | 5217871 |
| TREVIEST | TEAM INDUSTRIAL SERVICES, INC. | 08/13/20 | 90111869 | ---- | ---- |
| TREVIESTX | TEAM INDUSTRIAL SERVICES, INC. | 08/13/20 | 90112311 | ---- | ---- |

TRADEMARK

REEL: 007143 FRAME: 0944

RECORDED: 12/18/2020