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10-29-1998

Form PTO-1594 1-31-92 10.22.98



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

e attached original documents or copy thereof.

1. Name of conveying party(ies):

Penhall Rental Corp.

☐ Individuals

☐ General Partnership -

☒ Corporation-California

☐ Other

☐ Association

☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

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

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation Banking

☒ Other

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)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

Assignment

☒ Security Agreement

☒ Release

☐ Merger

☐ Change of Name

Execution Date: August 4, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,942,840

1,527,368

1,521,560

Additional numbers attached? Yes ☒ No

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

Name: Meredith Schorr

Internal Address: 1155 Avenue of the Americas, Room 2804

2732

Street Address:

City: New York State: NY ZIP: 10036

Client/matter 1104031-0076 - May Yip

6. Total number of applications and registration involved

3

7. Total fee (37 CFR 3.41): \$ 90.00

☐ Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

40E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:481

02 FC:482

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TRADEMARK
REEL: 1805 FRAME: 0154

**GRANT OF SECURITY
INTEREST IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Penhall Rental Corp. (formerly known as Penhall International, Inc.), a California corporation ("the Grantor") with principal offices at Anaheim, California, hereby grants to Bankers Trust Company, as Collateral Agent (the "Grantee") with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, and (iv) the goodwill of the business with which the Marks are associated.

THIS GRANT, effective as of August 4, 1998 is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 4, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the termination of the Security Agreement pursuant to the terms thereof, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all of the terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Trademarks and Trademark Applications
Owned By Penhall Company

Federal trademark registrations:

1. PENHALL, Registration No. 1,942,840, issued December 19, 1995, for diamond-tipped parts for use with power-operated cutting tools, namely saw blades and core bits; power-operated grinders and groovers for roads and airport runways.
2. PENHALL & Design, Registration No. 1,527,368, issued February 28, 1989, for construction services, namely, demolition and concrete and asphalt cutting and coring.
3. PENHALL & Design, Registration No. 1,521,560, issued January 24, 1989, for diamond tipped cutting tools, namely, saw blades and core bits.

State registrations:

1. PHOENIX CONCRETE CUTTING, Renewed Arizona Trade name, Registration No. 52,874, issued April 5, 1984, renewed April 5, 1989, for concrete sawing, breaking, core drilling.
2. PHOENIX CONCRETE CUTTING, Renewed Arizona Trade name, Registration No. 13,904, for miscellaneous services.
3. G.L. PATTERSON EQUIPMENT RENTAL & Design, California Registration No. 43,052, issued February 1, 1994, for rental and/or leasing of heavy construction equipment, machinery, and accessories and attachments thereto.

Other Trademarks:

1. Austin Concrete Coring
2. G.L. Patterson
3. Patterson Equipment Rental
4. Penhall Rentals
5. Metro Concrete Cutting
6. Highway Services

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 4th day of August, 1998.

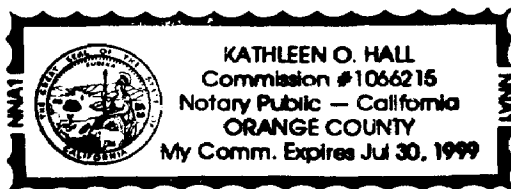
PENHALL RENTAL CORP.,
(formerly known as Penhall International, Inc.)
as Grantor,

By John T Sawyn
Title: President .


STATE OF CALIFORNIA)
) ss.:
COUNTY OF ORANGE)

On this 4th day of August, 1998 before me personally came John T. Sawyer
who, being by me duly sworn, did state as follows: that [s]he is President of
PENHALL RENTAL CORP.(formerly known as Penhall International, Inc.), that [s]he is
authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.


Notary Public



**BANKERS TRUST COMPANY,
as Collateral Agent and Grantee**

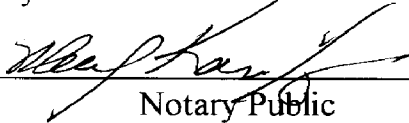
By 

Title:

**PATRICIA HOGAN
PRINCIPAL**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of August, 1998 before me personally came Patricia Hogan who, being by me duly sworn, did state as follows: that [s]he is Principal of BANKERS TRUST COMPANY, that [s]he is authorized to execute the foregoing Grant on behalf of said company and that [s]he did so by authority of said company.



Notary Public

MAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000