

01-05-2001

12-18-00

FORM PTO-1595
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Director of Patents and Trademarks. Pls

101572465

copy thereof.

1. Name of Conveying Party:
NES Shoring Acquisition, Inc.

- Individual(s)
- General partnership
- Corporation - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? YES NO

3. Nature of Conveyance:

- Assignment: 1% of assets
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 1, 2000

2. Name and address of receiving party:

NES Partners, Inc.

Internal Address:

Street Address: 1603 Orrington Avenue, Suite 1600

City Evanston State IL ZIP 60201

Individual(s) Citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Texas

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.

B. Trademark Registration No.

712,439

Additional numbers attached? Yes No

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

Name: Arthur L. Whinston
Klarquist Sparkman Campbell Leigh & Whinston, LLP

Internal Address:

One World Trade Center, Suite 1600

Street Address:

121 SW Salmon Street

Portland, Oregon 97204-2988

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Enclosed

Any deficiency/overpayment is authorized to be charged to deposit account number 02-4550.

DO NOT USE THIS SPACE

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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.

Arthur L. Whinston

December 13, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 2

ASSIGNMENT AND ASSUMPTION

ASSIGNMENT AND ASSUMPTION (this "Instrument") is executed and delivered as of the date specified below by NES Shoring Acquisition, Inc., a Delaware corporation (the "Transferor"), and NES Partners, Inc. formerly Plank Management, Inc., a Texas corporation (the "Transferee").

For value received, the Transferor hereby transfers, contributes, conveys, assigns and delivers to the Transferee, and the Transferee hereby accepts and assumes, a 1% undivided interest in all of the Transferor's properties, assets, rights and interests of every kind and nature, whether tangible or intangible, whether or not known, and wherever located and by whomever possessed, except (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates and other documents relating to the organization, maintenance and existence of the Transferor as a corporation, (ii) the Transferor's ownership interest in the Transferee, and (iii) the Transferor's ownership interest in NES Companies, L.P. formerly The Plank Companies, L.P., a Delaware limited partnership.

For value received, the Transferee hereby assumes and agrees to become liable for a 1% undivided interest in all liabilities and obligations of the Transferor, whether accrued, absolute, contingent, unliquidated, or otherwise, whether or not known, whether due or to become due, and regardless of when asserted.

Date: July 1, 2000

TRANSFEROR:

NES SHORING ACQUISITION, INC.

By: RLI

Its: Vice President

TRANSFEE:

NES PARTNERS, INC.

By: RLI

Its: Vice President