

09-24-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



.ET

101853055

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Utiliquet, LLC  
500 Northridge Road, Suite 300  
Atlanta, Georgia 30350

09/10/01

- Individual(s)
- General Partnership
- Corporation - State of \_\_\_\_\_
- Other Georgia Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: August 31, 2001

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

Name: PNC Bank, National Association

Internal Address: \_\_\_\_\_

Street Address: Two PNC Plaza, 18<sup>th</sup> Floor, 610 Liberty Avenue

City: Pittsburgh State: PA ZIP: 15222

- Individual(s) citizenship \_\_\_\_\_
- Association A National Banking Association
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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.(s)

75/721,074

B. Trademark registration No.(s)



09-10-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #79

Additional numbers attached?  Yes  No

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

Name: Andre M. Szuwalski  
Jenkins & Gilchrist, P.C.

Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41):

\$ 40.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447

(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.

Andre M. Szuwalski, Reg. No. 35,701  
Name of Person Signing

Signature

9/7/01  
Date

Total number of pages comprising cover sheet: -1- Total Pages -7-

09/21/2001 LNUELLER 00000158 75721074

01 FC:481

40.00 DP

## TRADEMARK AND TRADE NAME SECURITY AGREEMENT

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT (“Agreement”) is between UTILIQUEST, LLC, a Georgia limited liability company with its chief executive office at 500 Northridge Road, Suite 300, Atlanta, Georgia 30350 (the “Debtor”), and PNC BANK, NATIONAL ASSOCIATION, a national banking association with an office at Two PNC Plaza, 18<sup>th</sup> Floor, 620 Liberty Avenue, Pittsburgh, PA 15222 as agent for the lenders party to the Loan Agreement (defined below) (the “Secured Party”).

WHEREAS, the Debtor has acquired, adopted, and used, and is using, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United States Patent and Trademark Office.

WHEREAS, the Debtor and the Secured Party have concurrently herewith entered into a Credit Agreement and a Security Agreement (referred collectively herein as the “Loan Agreement”) by which the Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign, and convey a lien and security interest to the Secured Party in all rights, titles, and interests of the Debtor in and to the said trademarks and trade names, together with the goodwill of the business symbolized by such trademarks and trade names, and in the registrations or applications for registration thereof (all such property being referred to collectively herein as the “Trademark Collateral”).

The Debtor further covenants and warrants to the Secured Party as follows:

(a) the Debtor is the sole and exclusive owner of the Trademark Collateral and all rights comprised of the Trademark Collateral, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) none of the Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered, and is in all aspects free and clear of any encumbrances;

(c) to the Debtor’s knowledge the validity of the Trademark Collateral has never been questioned;

(d) the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party’s rights hereunder; and

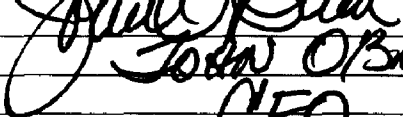
(e) the Trademark Collateral and all rights comprised of the Trademark Collateral shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED, AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN PASADENA, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, AND PERFORMED THEREIN.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Trademark and Trade Name Security Agreement as of this 31st day of August, 2001.

DEBTOR:

UTILIQUEST, LLC

By:   
Name: John O'Brien  
Title: CFO

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent for the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

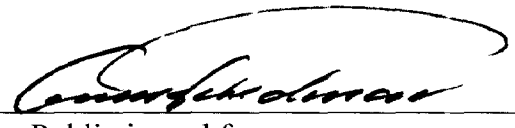
THE STATE OF Georgia §  
COUNTY OF Fulton §

BEFORE ME, the undersigned Notary Public, on this day personally appeared John O'Brien, the CFO of UtiliQuest, LLC, a Georgia limited liability company, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said limited liability company for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31 day of August, 2001.

[SEAL]

My Commission Expires:



Notary Public in and for  
the State of Georgia

Edward M. Friedman  
Notary Public, Gwinnett County, Georgia  
My Commission Expires October 4, 2004

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED, AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN PASADENA, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, AND PERFORMED THEREIN.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Trademark and Trade Name Security Agreement as of this 31st day of August, 2001.

DEBTOR:

UTILIQUEST, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent for the Lenders

By: Nehama Jacobs

Name: Nehama Jacobs

Title: Director

THE STATE OF CALIFORNIA §  
COUNTY OF LOS ANGELES §

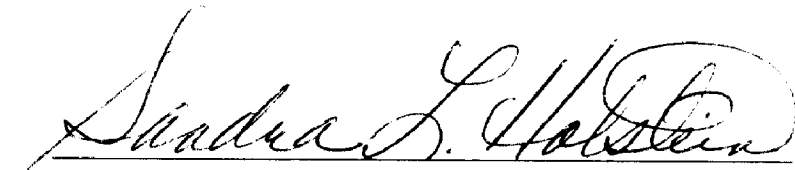
BEFORE ME, the undersigned Notary Public, on this day personally appeared NEHAMA JACOBS, the DIRECTOR of PNC Bank, National Association, a national banking association, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31<sup>st</sup> day of August, 2001.

[SEAL]

My Commission Expires:

04-17-2002



Notary Public in and for  
the State of California



## EXHIBIT A

Trademarks

U.S. Trademarks		
<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
UTILIQUEST	75721074	June 21, 2001

Trade Names