

03-13-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

102013750

Tab settings

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

1. Name of conveying party(ies):  
The Plank Companies, Inc.  
*2-13-02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: NES Shoring Acquisitions, Inc.  
 Internal  
 Address: Suite 1600  
 Street Address: 1603 Orrington Avenue  
 City: Evanston State: IL Zip: 60201

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: July 31, 1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
2410275

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Krista L. Nunemaker, Esq.  
 Internal Address: Kirkland & Ellis  
 Street Address: 200 East Randolph Drive,  
Suite 5300  
 City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
22-0440  
 (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.*

Krista L. Nunemaker      *Krista L. Nunemaker*      February 13, 2002  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 4

03/12/2002 LNUELLER 00000089 2410275

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40.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002459 FRAME: 0923

## SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (the "Assignment") is made and entered into as of this 31st day of July, 1999 ("Effective Date"), by and between The Plank Companies, Inc., a Delaware corporation, with its principal office at 8601 Gulf Freeway, Houston, TX ("Assignor"), and NES Shoring Acquisitions, Inc., a Delaware corporation, with its principal office at 1603 Orrington Avenue, Suite 1600, Evanston, IL 60201 ("Assignee").

WHEREAS, Assignor uses the service mark "THE UNDERGROUND EQUIPMENT SPECIALIST" (the "Mark") in connection with its business and has established certain goodwill in such Mark;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor hereby sells, assigns and transfers to Assignee, all of the Assignor's right, title and interest in and to said Mark, together with the goodwill of the business symbolized by said Mark, and the Assignor's entire right, title and interest in and to any and all claims and demands it has or may have, at law or in equity, for past infringement of said Mark.

Nothing contained in this Assignment shall be construed as (a) a warranty or representation of Assignor as to the validity or scope of the Mark, or (b) a warranty or representation that any good or service using the Mark will not infringe any right of any third party.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Service Mark Assignment to be executed and sealed by their respective duly authorized officers as of the dates noted below.

THE PLANK COMPANIES, INC.

NES SHORING ACQUISITIONS, INC.

By: [Signature]

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

Name: MICHAEL J. PLANK

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

Title: PRESIDENT/CEO

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

Date: 7/31/99

Date: \_\_\_\_\_

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Service Mark Assignment to be executed and sealed by their respective duly authorized officers as of the dates noted below.

THE PLANK COMPANIES, INC.

By: [Signature]

Name: MICHAEL J. PLANK

Title: PRESIDENT/CEO

Date: 7/31/99

NES SHORING ACQUISITIONS, INC.

By: [Signature]

Name: KEVIN P. REDGERS

Title: CEO

Date: 9/3/99