

12-16-2002  
102312490

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

1. Name of conveying party(ies):  
Midwest Construction Services, Inc.  
111 West 10th Street, Suite 99  
Hobart, IN 46342-5991  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Illinois  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Bank of America, N.A., as Collateral Agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 101 North Tryon Street, 15th Floor  
City: Charlotte      State: NC      Zip: 28255  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association  
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 Notice of Grant of Security Interest  
Execution Date: November 13, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 2,047,289  
\_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Steven D. Thomas  
Internal Address: Moore & Van Allen, PLLC  
\_\_\_\_\_  
Street Address: 2200 West Main Street  
Suite 800  
City: Durham      State: NC      Zip: 27705

6. Total number of applications and registrations involved: ..... 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
50-2316

DO NOT USE THIS SPACE

9. Signature.  
Steven D. Thomas  
Name of Person Signing

*Steven D. Thomas*  
Signature

December 11, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 04

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

12/13/2002 GTOM11 00000039 2047289

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TRADEMARK  
REEL: 2633 FRAME: 0757

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of November 13, 2002 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

MIDWEST CONSTRUCTION SERVICES, INC.,  
an Illinois corporation

By: 

Name: Christophe Juillard  
Title: Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: \_\_\_\_\_  
Name: Michael Brashler  
Title: Agency Officer

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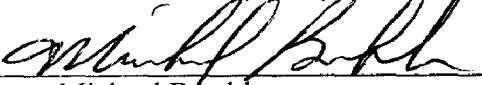
Very truly yours,

MIDWEST CONSTRUCTION SERVICES, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: Christophe Juillard  
Title: Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By:   
Name: Michael Brashler  
Title: Agency Officer

Midwest Construction Services, Inc.  
(Illinois Corporation)

U.S. Trademarks

Registered Mark

Mark	Registration No.	Registration Date
GO TEMP	2047289	3/25/97

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RECORDED: 12/11/2002

TRADEMARK  
REEL: 2633 FRAME: 0760