

01-30-2004

Docket No.:

119488-6001



102658461

Tab settings

To the Director of the United States Patent and Trademark Office. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

MGI/USA, Inc.

1-23-04

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: Quanta Associates, L.P.

Internal Address: Suite 2100

Street Address: 1360 Post Oak Boulevard

City: Houston State: TX ZIP: 77056

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Texas
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: 01202004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2676127

Additional numbers Yes No

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

Name: Tim Headley

Internal Address:

01/29/2004 DBYRNE 00000112 2676127

01 FC:8521 40.00 0P

Street Address: Gardere Wynne Sewell LLP

1000 Louisiana, Suite 3400

City: Houston State: TX ZIP: 77056

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:

07-0153

DEPT OF COMMERCE
OFFICE OF PATENT & TRADEMARK
FINANCE
JAN 23 AM 8:41

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.

Tim Headley

Name of Person Signing

Tim Headley

Signature

1-23-04

Date

Total number of pages including cover sheet, attachments, and

3

Trademark Assignment

This Trademark Assignment ("Assignment") is effective as of January 20, 2004, by MGI/USA, Inc., a Michigan corporation, the principal place of business of which is located at 4500 North Mission, Rosebush, MI 48878 ("Assignor"), for the benefit of Quanta Associates, L.P., a Texas limited partnership, the principal place of business of which is located at 1360 Post Oak Boulevard, Suite 2100, Houston, Texas 77056 ("Assignee").

Premises

Assignor has adopted and used in the United States and owns all rights in the service mark identified on the attached Exhibit A, and has registered the mark with the United States Patent and Trademark Office (the "Assigned Mark").

Assignor desires to transfer and assign Assignee the entire right, title, and interest in and to the Assigned Mark, together with the goodwill of the business pertaining thereto, to Assignee.

Assignee desires to acquire all of Assignor's rights, title and interest in the Assigned Mark.

Assignment

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor assigns to Assignee the entire right, title, and interest in the Assigned Mark, and any and all United States registrations and applications therefor, including, but not limited to, the registration described in Exhibit A, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assigned Mark may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties and claims for damages and for payments now and hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of the Assigned Mark, and in and to all rights corresponding to the foregoing throughout the world for Assignee's own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

Assignor warrants that it has the full right and power to make this Assignment of the Assigned Mark, the Assigned Mark is valid, subsisting, and enforceable, and Assignor has made no previous assignment, transfer, or agreement in conflict herewith, or constituting a present or future assignment of or encumbrance on the Assigned Mark.

Assignor appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor or Assignee, but on behalf and for the benefit of Assignee, to demand, collect and receive for the account of Assignee the Assigned Mark hereby assigned to Assignee or intended so to be; to institute or prosecute, in the name of Assignor or otherwise, all proceedings that Assignee may deem necessary or convenient in order

to realize upon, affirm or obtain title or possession of or to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Mark assigned to Assignee or intended so to be; to defend and compromise any and all actions, suits or proceedings with respect to the Assigned Mark assigned hereunder or intended so to be; and to do all such legal acts and things in relation thereto as Assignee shall deem advisable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor for any reason.

Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to effect the transfer and recording of the Assigned Marks.

This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. The interpretation, construction and performance of this Assignment shall be governed by the laws of the State of Texas.

In witness, the undersigned has executed this Assignment to be effective as of the date first above written.

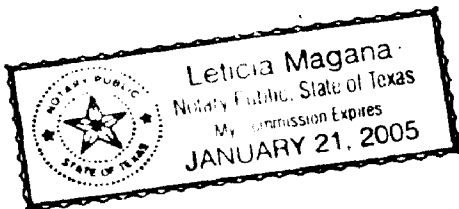
MGI/USA, Inc.

By: Herbert L. Fluharty, Pres.
Name: Herbert L. Fluharty
Title: President

STATE OF Texas
COUNTY OF Harris

§
§
§

On this 20th day of January, 2004, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Herbert L. Fluharty, known by me to be the person of the above name, who signed the foregoing instrument in his capacity as President of MGI/USA, Inc., a Michigan corporation, and acknowledged the same to be the free act and deed of that corporation.




Leticia Magana
Notary Public in and for the State of Texas

Leticia Magana
Typed or Printed Name of Notary

My Commission Expires: 01-21-05

Exhibit A

Mark	Reg. No.	Reg. Date	Class	Goods/Services
	2,676,127	01/21/2003	37	residential and commercial construction and repair services, namely, pipeline rehabilitation and cathodic protection services, drilling for the installation of fiber optics conduit, and pipelines and repair of fiber optics conduit and pipelines, utility construction, environmental remediation, namely, the installation and repair of environmental remediation wells and construction management supervision