

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quanta Services, Inc.		12/31/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Quanta Associates, L.P.
Street Address:	1360 Post Oak Boulevard
Internal Address:	Suite 2100
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2386136	QUANTA
Registration Number:	2482754	QUANTA
Registration Number:	2410600	QUANTA SERVICES
Registration Number:	2410599	QUANTA SERVICES
Registration Number:	2312485	
Registration Number:	2322343	
Registration Number:	1987917	PAR ELECTRICAL CONTRACTORS

CORRESPONDENCE DATA

Fax Number: (216)696-0740  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-861-7659  
 Email: mcorcoran@bakerlaw.com  
 Correspondent Name: Melanie S. Corcoran  
 Address Line 1: 1900 East Ninth Street

CH \$190.00 2386136

Address Line 2: 32000 National City Center  
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Melanie S. Corcoran

Signature: /Melanie S. Corcoran/

Date: 05/12/2005

Total Attachments: 3  
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of December 31, 2001, by Quanta Services, Inc., a Delaware corporation, the principal place of business of which is located at 1360 Post Oak Boulevard, Suite 2100, Houston, Texas 77056 ("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").

### RECITALS

WHEREAS, Assignor has adopted and used in the United States and owns all rights, title and interest in and to the trademarks and service marks identified on Exhibit A attached hereto, and has registered the marks with the United States Patent and Trademark Office (the "Assigned Marks"); and

WHEREAS, Assignor desires to transfer and assign, as a capital contribution to Assignee, the entire rights, title and interest in and to the Assigned Marks, together with the goodwill of the business pertaining thereto, to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and set over to Assignee the entire rights, title and interest in and to the Assigned Marks, and any and all United States registrations and applications therefor, including, but not limited to, the registrations 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 Marks 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 Marks, 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 Marks, the Assigned Marks are 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 Marks.

Assignor hereby constitutes and 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 all of the Assigned Marks hereby sold, transferred, assigned, conveyed and set over 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 Marks hereby sold, transferred, assigned and conveyed to Assignee or intended so to be; to defend and compromise any and all actions, suits or proceedings with respect to any of the Assigned Marks sold transferred, assigned and conveyed 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 said 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 WHEREOF, the undersigned has executed this Assignment to be effective as of the date first above written.

QUANTA SERVICES, INC.

By: Dana A. Gordon  
Name: Dana A. Gordon  
Title: Vice President

STATE OF TEXAS

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COUNTY OF HARRIS

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On this 31st day of December, 2001, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Dana A. Gordon, known by me to be the person of the above name, who signed the foregoing instrument in his capacity as Vice President of Quanta Services, Inc., a Delaware corporation, and acknowledged the same to be the free act and deed of said 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	Amount	Reg. Date	Class	Goods/Services
QUANTA	2,386,136	09/12/2000	37	Electrical contracting and maintenance services, namely installation, repair and maintenance of electric power transmission and distribution lines, telecommunication and cable television lines, highway lighting and erection of electric substations, cellular telephone and microwave towers.
QUANTA	2,482,754	08/28/2001	42	Engineering and design services for others in the field of electrical, video, security, fire, voice and data systems.
QUANTA SERVICES	2,410,600	12/05/2000	37	Electrical contracting and maintenance services, namely installation, repair and maintenance of electric power transmission and distribution lines, telecommunication and cable television lines, highway lighting and traffic control systems, construction and erection of electric substations, cellular telephone and microwave towers.
QUANTA SERVICES	2,410,599	12/05/2000	42	Engineering and design services for others in the field of electrical, natural gas, video, security, fire, voice and data systems.
Lightning Bolts in Fist Design	2,312,485	01/25/2000	37	Electrical contracting and maintenance services, namely installation, repair and maintenance of electric power transmission and distribution lines, telecommunication and cable television lines, highway lighting and erection of electric substations, cellular telephone and microwave towers.
Lightning Bolts in Fist Design	2,322,343	02/22/2000	42	Engineering and design services for others in the field of electrical, video, security, fire, voice and data systems.
PAR ELECTRICAL CONTRACTORS and Lightning Bolts and Fist Design	1,987,917	07/23/1996	37	Engineering contracting services in the field of power transmission and distribution.

Assignment of Trademarks  
HOUSTON 713712v1-119488/1