

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Penhall International Corp.		11/01/2005	CORPORATION: ARIZONA
Penhall Company		11/01/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Deutsche Bank Trust Company Americas, as Administrative Agent
Street Address:	60 Wall Street
Internal Address:	NYC60-1104
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2340631	PERFORMANCE SAWING & BREAKING
Registration Number:	2364121	PHOENIX CONCRETE CUTTING
Registration Number:	1942840	PENHALL
Registration Number:	1527368	PENHALL
Registration Number:	1521560	PENHALL
Registration Number:	2824460	
Registration Number:	2741325	PENHALL COMPANY
Serial Number:	78675323	PENHALL COMPANY
Serial Number:	78675251	PENHALL RENTALS
Serial Number:	78675234	PENHALL RENTALS

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744

**900036043**

**TRADEMARK  
 REEL: 003194 FRAME: 0287**

**CH \$265.00 2340631**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
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Signature:	/CHRISTINE WILSON/
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Date:	11/15/2005
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**Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2005 (this "Trade-mark Security Agreement") by and among PENHALL INTERNATIONAL CORP., an Arizona corporation ("Borrower"), PENHALL COMPANY, a California corporation ("Penhall Company" and together with Borrower, each referred to herein individually as "Grantor" and collectively as "Grantors"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Agent (in such capacity, "Agent") for itself and Lenders from time to time party to the Credit Agreement defined below ("Lenders").

#### WITNESSETH:

#### WHEREAS:

- (A) Borrower has entered into a Second Lien Term Loan Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among Borrower, the financial institutions party thereto from time to time as Lenders, Deutsche Bank Trust Company Americas, as agent and Deutsche Bank Securities Inc. as Sole Lead Arranger and Sole Lead Book Runner, pursuant to which, among other things, Lenders have agreed to make certain second lien term loans to Borrower upon the terms and subject to the conditions specified in the Credit Agreement
- (B) Grantors have entered into an Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "First Lien Credit Agreement") by and among PENHALL LEASING, L.L.C., a California corporation ("Penhall Leasing"), BOB MACK CO., INC., a California corporation ("Bob Mack"), Grantors, the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time as lenders, and General Electric Capital Corporation as initial L/C Issuer, Lender and Agent.
- (C) Borrower wishes to borrow certain Loans (as such term is defined in the Credit Agreement);
- (D) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and between Grantors and Agent; and
- (E) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

**1. DEFINED TERMS**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

**2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

To secure the payment of the Obligations and all present and future obligations of the Grantors (all such Obligations and other secured obligations, the "Secured Obligations") each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks; provided that Trademark Licenses in which such Grantor is the licensee shall not be considered Trademark Collateral if prohibited by the instrument governing the Trademark License;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**3. SECURITY AGREEMENT**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **SECURITY INTEREST**

Each Grantor hereby grants to the Agent, for itself and for the ratable benefit of the Lenders a Lien upon all of its respective right, title and interest in, to and under the Trademark Collateral as collateral security for the payment and performance of the Obligations.

5. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement shall terminate when the Obligations have been paid in full in cash.

6. **INTERCREDITOR ARRANGEMENTS**

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder and under the Security Agreement are subject to the provisions of the Intercreditor Agreement, dated as of November 1, 2005 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among General Electric Capital Corporation, as First Lien Agent, Deutsche Bank Trust Company Americas, as Second Lien Agent, and the Credit Parties (as each such term is defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

Nov-10-05 10:40am From-20 Cahill Gordon & Reindel LLP

212-269-5420--20

T-991 P.006/007 F-435

Nov-04-05 11:16am From-20 Cahill Gordon & Reindel LLP

212-269-5420--20

T-958 P.005/006 F-400

**IN WITNESS WHEREOF**, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PENHALL INTERNATIONAL CORP.,**  
as a Grantor

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

Name: Jeffrey E. Platt

Title: Vice President

**PENHALL COMPANY,**  
as a Grantor

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

Name: Jeffrey E. Platt

Title: Vice President

Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 003194 FRAME: 0292**

**SCHEDULE I  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

Mark	Owner	Registration No.	Registration Date
PERFORMANCE SAWING AND BREAKING & Design	Penhall International Corp.	2,340,631	April 11, 2000
PHOENIX CONCRETE CUTTING & Design	Penhall International Corp.	2,364,121	July 4, 2000
PENHALL	Penhall International, Inc.	1,942,840	December 19, 1995
PENHALL & Design	Penhall International, Inc.	1,527,368	February 28, 1989
PENHALL & Design	Penhall International, Inc.	1,521,560	January 24, 1989
Design Only	Penhall International Corp.	2,824,460	March 23, 2004
PENHALL COMPANY & Design	Penhall International Corp.	2,741,325	July 29, 2003
SUPERIOR CONCRETE CUTTING (Wis)	Penhall Company		May 11, 2005

**SCHEDULE I - CONTINUED  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS**

Serial Number	Trademark	Owner	Filing Date
78/675,323	PENHALL COMPANY & Design	Penhall International Corp.	July 21, 2005
78/675,251	PENHALL RENTALS	Penhall International Corp.	July 21, 2005
78/675,234	PENHALL RENTALS & Design	Penhall International Corp.	July 21, 2005

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