

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quanta Associates, L.P.		06/12/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 South LaSalle Street
Internal Address:	IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60690
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2410600	QUANTA SERVICES
Registration Number:	2410599	QUANTA SERVICES
Registration Number:	2322343	
Registration Number:	2482754	QUANTA
Registration Number:	2312485	
Registration Number:	2386136	QUANTA
Registration Number:	1987917	PAR ELECTRICAL CONTRACTORS
Registration Number:	2676127	MEARS

CORRESPONDENCE DATA

Fax Number: (919)416-8339

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

Phone: 919 286-8049

Email: PTO_TMconfirmation@mvalaw.com

TRADEMARK

REEL: 003345 FRAME: 0098

900052853

OP \$215.00 2410600

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.3594NTQUANTAASSCLE
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NAME OF SUBMITTER:	Charles L. Evans
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Signature:	/Charles L. Evans/
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Date:	07/11/2006
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Total Attachments: 4
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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 June 12, 2006 (the "Security Agreement") by and among the Debtors party thereto (each a "Debtor" and collectively, the "Debtors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Debtor 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 Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Debtor and the Administrative 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,

QUANTA ASSOCIATES, L.P.,
a Texas limited partnership

By: 

Name: Nicholas M. Grindstaff

Title: Treasurer

Acknowledged and Accepted:

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

By: David A. Johanson

Name: David Johanson

Title: Vice President

Schedule 1

**Quanta Associates, L.P.
(Texas limited partnership)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
QUANTA SERVICES	2410600	12/5/00
QUANTA SERVICES	2410599	12/5/00
Design Only	2322343	2/22/00
QUANTA	2482754	8/28/01
Design Only	2312485	1/25/00
QUANTA	2386136	9/12/00
PAR ELECTRICAL CONTRACTORS and Design	1987917	7/23/96
MEARS and Design	2676127	1/21/03