

**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.		07/28/2006	CORPORATION: ARIZONA
Penhall Company		07/28/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	The Bank of New York Trust Company, N.A.
Street Address:	700 South Flower Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 10**

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

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900054978**

**TRADEMARK  
 REEL: 003362 FRAME: 0957**

**CH \$265.00 1521560**

Phone: 202-756-9292  
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
Signature:	/CHRISTINE WILSON/
Date:	08/04/2006

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2006 (this "Trademark Security Agreement") by and among PENHALL INTERNATIONAL CORP., an Arizona corporation (the "Company"), PENHALL COMPANY, a California corporation ("Penhall Company") and together with the Company, each referred to herein individually as "Grantor" and collectively as "Grantors"), and THE BANK OF NEW YORK TRUST COMPANY, N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent") for itself and the Secured Parties.

### WITNESSETH:

#### WHEREAS:

- (A) Pursuant to that certain Indenture dated as of the date hereof (the "Indenture") by and among the Grantors, the other guarantors party thereto and The Bank of New York Trust Company, N.A., in its capacity as trustee (in such capacity, the "Trustee"), the Company has issued and the Subsidiaries have guaranteed, the Company's Second Lien Senior Secured Notes due 2014 in an aggregate principal amount of \$175,000,000 (as amended, modified or supplemented from time to time, the "Notes"; and the holders thereof from time to time, the "Noteholders");
- (B) The Company has entered into a Security Agreement dated as of the date hereof (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement") by and among the Company, the Company's subsidiaries listed on the signature pages thereto (the "Subsidiaries"), and The Bank of New York Trust Company, N.A., in its capacity as collateral agent (in such capacity, "Collateral Agent"); and
- (C) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent, for the ratable benefit of the Secured Parties, 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 Security Agreement.

#### 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 the Collateral Agent, on behalf of the Secured Parties, 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 the Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral Agent, for the ratable benefit of the Secured Parties 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 Collateral Agent pursuant to this Trademark Security Agreement and the exercise of

any right or remedy by the Collateral Agent hereunder and under the Security Agreement are subject to the provisions of the Intercreditor Agreement, dated as of July 28, 2006 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among by and among General Electric Capital Corporation, The Bank of New York Trust Company, N.A., the Grantors, and the Subsidiaries 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]

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: John T Sawyer  
Name: John T. Sawyer  
Title: President and Chief Executive Officer

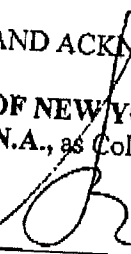
**PENHALL COMPANY,**  
as a Grantor

By: John T Sawyer  
Name: John T. Sawyer  
Title: Chairman, President and Chief Executive Officer

[T r a n s m i t t e d u s i n g a n e l e c t r o n i c m e a n s ]

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK TRUST  
COMPANY, N.A., as Collateral Agent

By:   
Name: Sandee Parks  
Title: Vice President

[T r a d e m a r k A g r e e m e n t a s e .

ACKNOWLEDGMENT OF GRANTOR

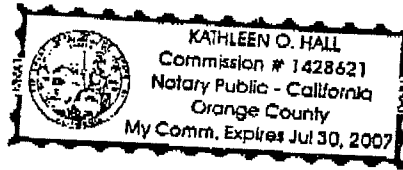
STATE OF California

) ss.

COUNTY OF Orange

On this 26~~th~~ day of July, 2006 before me personally appeared John T. Sawyer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Penhall International Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*Kathleen O. Hall*  
Notary Public



[Penhall International Corp. Notary Public Officer for the State of California]



ACKNOWLEDGMENT OF GRANTOR

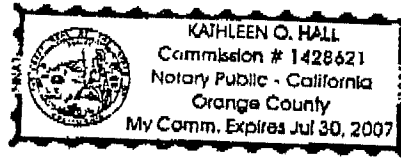
STATE OF California

) ss.

COUNTY OF Orange

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*Kathleen O. Hall*  
Notary Public



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SCHEDULE I  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Registered Mark	Owner	Registration Number	Date of Registration	Jurisdiction
PENHALL & Design	PENHALL INTERNATIONAL CORP.	1,521,560	JANUARY 24, 1989	United States
PENHALL & Design	PENHALL INTERNATIONAL CORP.	1,527,368	FEBRUARY 28, 1989	United States
PENHALL	PENHALL INTERNATIONAL CORP.	1,942,840	DECEMBER 19, 1995	United States
PENHALL COMPANY & Design	PENHALL INTERNATIONAL CORP.	2,741,325	JULY 29, 2003	United States
Design Only	PENHALL INTERNATIONAL CORP.	2,824,460	MARCH 23, 2004	United States
PERFORMANCE SAWING & BREAKING & Design	PENHALL INTERNATIONAL CORP.	2,340,631	APRIL 11, 2000	United States
PHOENIX CONCRETE CUTTING & Design	PENHALL INTERNATIONAL CORP.	2,364,121	JULY 4, 2000	United States
SUPERIOR CONCRETE CUTTING	PENHALL COMPANY	N/A	MAY 11, 2005	Wisconsin

SCHEDULE I - CONTINUED  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS

Applications	Owner	Serial Number	Date of Filing	Jurisdiction
PENHALL RENTALS	PENHALL INTERNATIONAL CORP.	78/675,251	July 21, 2005	United States
PENHALL RENTALS & Design	PENHALL INTERNATIONAL CORP.	78/675,234	July 21, 2005	United States
PENHALL COMPANY & Design	PENHALL INTERNATIONAL CORP.	78/675,323	July 21, 2005	United States