

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/07/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RailWorks Corporation		05/07/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	RailWorks LLC
Street Address:	5 Pen Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2492064	
Registration Number:	2388255	RAILWORKS
Registration Number:	2511416	RAILWORKS

**CORRESPONDENCE DATA**

Fax Number: (415)591-1400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-558-5600  
 Email: trademarksSF@winston.com  
 Correspondent Name: Winston & Strawn LLP  
 Address Line 1: 35 W. Wacker Drive  
 Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	009357.00011
NAME OF SUBMITTER:	Liisa M. Thomas

CH \$90.00 2492064

Signature:

/Liisa M. Thomas/

Date:

07/25/2007

Total Attachments: 2

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ASSIGNMENT

THIS ASSIGNMENT is entered into as of May 7, 2007 (this "Assignment") by and between RailWorks Corporation ("Assignor"), and RailWorks LLC ("Assignee").

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed on Schedule A, attached hereto and made a part hereof, including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations, and /or common law rights therefore (collectively, the "Trademarks").

WHEREAS, Assignor wishes to convey to Assignee, and Assignee desires to obtain from Assignor, its intellectual property assets, including the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee Assignor's entire right, title and interest in and to the Assignor's intellectual property assets, including copyright, trademark, patent, trade secret, and related assets, including the Trademarks, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, together with all goodwill associated with such Trademarks. Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.


Assignor authorizes and requests that the Commissioner for Trademarks record Assignee as the owner of the entire right, title and interest in and to the Trademarks, for the sole use and enjoyment by Assignee, its successors, assigns, or other legal representatives, and hereby covenants that it has the full right to convey the entire interest granted herein, and that it has not executed and will not execute any agreement that conflicts herewith.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

RAILWORKS CORPORATION

RAILWORKS LLC

By: 

By: 



Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**

<b>Trademark</b>	<b>Registration Number</b>
Miscellaneous Design 	2,492,064
RAILWORKS	2,388,255
RAILWORKS and Design 	2,511,416

SF:177705.1