

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Crane Maintenance Company, Inc.		08/15/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pacific Crane Maintenance Company, L.P.		
Street Address:	250 West Wardlow Road		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90807		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2367032	PCMC PACIFIC CRANE MAINTENANCE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128637233		
Email:	rena.kollias@goldbergekohn.com		
Correspondent Name:	Rena Kollias		
Address Line 1:	55 East Monroe		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.159		
NAME OF SUBMITTER:	Rena Kollias		
Signature:	/rena kollias/		

OP \$40.00 2367032

Date:

08/16/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 15, 2007 by and among Pacific Crane Maintenance Company, L.P., a Delaware limited partnership ("Assignee") and Pacific Crane Maintenance Company, Inc., a California corporation ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee, Assignor and other parties thereto entered into that certain Asset Purchase Agreement dated as of July 31, 2007 (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of certain trademark rights in and to the mark PCMC PACIFIC CRANE MAINTENANCE COMPANY, registered in the U.S. Patent and Trademark Office on July 11, 2000 as Registration Number 2367032 (the "Trademark"); and

WHEREAS, pursuant to Section 2.9(b)(x) of the Purchase Agreement, Assignor is to assign to Assignee the entire right, title and interest of the Seller in, to and under the Trademark.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor hereby agrees as follows:

1. **Grant.** Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademark, together with the goodwill of the business in connection with which the Trademark is used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, 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 claims for damages by reason of past infringements of the Trademark together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any

obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Purchase Agreement.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademark and related rights in Assignee.

4. **Recording of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. **Purchase Agreement.** This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of Seller and the Trusts contained therein. The terms of the Purchase Agreement, including but not limited to Seller's and the Trusts' representations, warranties, covenants, agreements and indemnities relating to the Trademark, Acquired Assets and other matters, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

6. **Counterparts.** This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

**PACIFIC CRANE MAINTENANCE
COMPANY, INC.**
a California corporation

By: 

Name: Steven B. McLeod
Title: Chief Executive Officer

ASSIGNEE:

**PACIFIC CRANE MAINTENANCE
COMPANY, L.P.,**
a Delaware limited partnership

By: PCMC LLC, its General Partner

By: _____

Name: _____

Title: _____

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ASSIGNOR:

**PACIFIC CRANE MAINTENANCE
COMPANY, INC.**
a California corporation

By: _____

Name: Steven B. McLeod
Title: Chief Executive Officer

ASSIGNEE:

**PACIFIC CRANE MAINTENANCE
COMPANY, L.P.,**
a Delaware limited partnership

By: PCMC LLC, its General Partner

By: Mark A. Eidemuller

Name: Mark A. Eidemuller
Title: Vice President

Trademark Assignment