

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Briar Company, LLC (successor to Briar Acquisition Corp by merger)		07/27/2007	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association, as administrative agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2292373	LEADERS BY PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	27941.00.0135		
NAME OF SUBMITTER:	Holly Miller		
Signature:	/Holly Miller/		

CH \$40.00 2292373

Date:

08/28/2007

Total Attachments: 6

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TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

THIS TRADEMARK AND SERVICE MARK SECURITY AGREEMENT (this "Agreement"), dated as of July 27, 2007, by THE BRIAR COMPANY, LLC, a Florida limited liability company which is the successor by merger to Briar Acquisition Corp., a Florida corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor, Infrastructure Services Holdings, Inc., W. Jackson & Sons Construction Co., Larkin Contracting, Inc., and BBM Clearing & Grading Contractors, LLC (collectively, the "Companies") are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans and other financial accommodations available to the Companies.

B. The Companies have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, services marks, trademark applications, service mark applications, trademark licenses and service mark licenses, and all products and proceeds thereof, to secure, *inter alia*, the payment of all amounts owing by the Companies under the Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark or service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

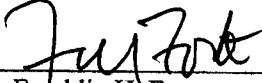
[SIGNATURE PAGES FOLLOW]

(Signature Page to Trademark and Service Mark Security Agreement)

The Grantor has caused this Trademark and Service Mark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

THE BRIAR COMPANY, LLC, a Florida
limited liability company

By: 

Franklin H. Foster
Manager

(Signature Page to Trademark and Service Mark Security Agreement)

Acknowledged:

**LASALLE BANK NATIONAL
ASSOCIATION**, as Administrative Agent

By: _____

David G. Smøller
Vice President

CHICAGO/#1652303

**TRADEMARK
REEL: 003610 FRAME: 0516**

(Signature Page to Trademark and Service Mark Security Agreement)

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

On this 25th day of June, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of The Briar Company, LLC, and which executed the above instrument; and that he/she signed his/her name thereto by authority of the governing body of said entity.

Lori A. Cardarelli
Notary Public
Lori A. Cardarelli
November 8, 2013

SCHEDULE 1
TO
TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

Service Marks, Service Mark Applications and Service Mark Licenses

Service Mark Application Number	Service Mark Registration Number	Date of Application	Date of Registration
75/500,662	2,292,373	June 11, 1998	November 16, 1999