TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penhall International Corp.		03/31/2008	CORPORATION: ARIZONA
Penhall Company		03/31/2008	CORPORATION: CALIFORNIA
Bob Mack Co., Inc.		03/31/2008	CORPORATION: CALIFORNIA
Capitol Drilling Supplies, Inc.		03/31/2008	CORPORATION: INDIANA
Penhall Holding Company		03/31/2008	CORPORATION: DELAWARE
Penhall Investments, Inc.		03/31/2008	CORPORATION: CALIFORNIA
Concrete Barrier, Inc.		03/31/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2824460	
Registration Number:	2741325	PENHALL COMPANY
Registration Number:	2340631	PERFORMANCE SAWING & BREAKING
Registration Number:	2364121	PHOENIX CONCRETE CUTTING
Registration Number:	1942840	PENHALL
Registration Number:	1527368	PENHALL
Registration Number:	1521560	PENHALL
Registration Number:	3173543	PENHALL COMPANY
Registration Number:	3148104	PENHALL RENTALS

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Registration Number:	3148103	PENHALL RENTALS

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Phone: 404-572-4691

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP - 34th Floor

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009096
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	04/18/2008

Total Attachments: 14

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2008 (this "**Amended and Restated Trademark Security Agreement**") by and among PENHALL INTERNATIONAL CORP., an Arizona corporation ("**Holdings**"), PENHALL COMPANY, a California corporation ("**Penhall Company**"), BOB MACK CO., INC., a California corporation ("**Bob Mack**"), CAPITOL DRILLING SUPPLIES, INC., an Indiana corporation ("**Capitol**"), PENHALL HOLDING COMPANY, a Delaware corporation ("**Parent**"), PENHALL INVESTMENTS, INC., a California corporation ("**Penhall Investments**") and CONCRETE BARRIER, INC., a Washington Corporation ("**Concrete**" and together with Holdings, Penhall Company, Bob Mack, Capitol, Penhall Investments and Parent, each referred to herein individually as "**Grantor**" and collectively as "**Grantors**"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Collateral Agent (as defined in the Amended and Restated Security Agreement) for itself and (i) the Revolving Lenders and Revolving Agent from time to time party to the Revolving Credit Agreement defined below (together with each L/C Issuer, "**Revolving Creditors**") and (ii) the Term Lenders and Term Agent (as defined in the Amended and Restated Security Agreement) from time to time party to the Term Credit Agreement (the "**Term Creditors**" and together with the Revolving Creditors, the "**Creditors**").

WITNESSETH:

WHEREAS:

(A) The parties hereto entered into (or subsequently became parties to) a Security Agreement, dated as of July 28, 2006 (as heretofore amended, modified or supplemented, the "**Original Security Agreement**") pursuant to which the Grantors granted to General Electric Capital Corporation, as Agent, security interests in the Collateral to secure the "**Obligations**" (as such term was heretofore defined in the Revolving Credit Agreement).

(B) The parties hereto entered into (or subsequently became parties to) a Trademark Security Agreement, dated as of July 28, 2006 (as heretofore amended, modified or supplemented, the "**Original Trademark Security Agreement**") pursuant to which the Grantors granted to General Electric Capital Corporation, as Agent, a security interest in certain trademark collateral.

(C) Grantors have entered into that certain Second Amended and Restated Revolving Credit Agreement dated as of the date hereof, (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Revolving Credit Agreement**") with the Lenders party thereto, together with their respective successors and assigns, the "**Revolving Lenders**") and General Electric Capital Corporation as "Agent" thereunder (in such capacity, the "**Revolving Agent**"), pursuant to which Borrowers have borrowed and may in the future borrow Revolving Loans ("**Revolving Loans**") upon the terms and subject to the conditions specified in the Revolving Credit Agreement.

(D) Grantors have entered into that certain Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified the "**Term Credit Agreement**" and together with the Revolving Credit Agreement, the "**Credit Agreements**") with the "Lenders" party thereto (together with their respective successors and assigns, the "**Term Lenders**" and together with the Revolving Lenders, each a "**Lender**" and collectively, the "**Lenders**") and General Electrical Capital Corporation as "**Agent**" thereunder (in such capacity, the "**Term Agent**"), pursuant to which Lenders have agreed to make a certain Term Loan to Penhall Company upon the terms and subject to the conditions specified in the Term Credit Agreement;

TRADEMARK
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(E) Grantors have entered into an Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Amended and Restated Security Agreement**") by and among Grantors, Revolving Agent, Term Agent and Collateral Agent. Pursuant to the Amended and Restated Security Agreement and the Original Security Agreement, in order to induce the Creditors to make the Term Loan and to make and continue the Revolving Loans each Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Creditors, this Amended and Restated 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 Amended and Restated Security Agreement. If not defined in the Amended and Restated Security Agreement, the capitalized terms have the meanings given to them in the Revolving Credit Agreement and Annex A thereto.

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 Collateral Agent, on behalf of itself and Creditors, 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 1 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 Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Creditors, pursuant to the Original Security Agreement and the Amended and Restated Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral

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made and granted hereby are more fully set forth in the Amended and Restated 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 confirms its prior grant under the Original Trademark Security Agreement, as amended and restated hereby, and grants to the Collateral Agent, for itself and for the ratable benefit of the Creditors 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 Amended and Restated Trademark Security Agreement shall terminate on the later of Termination Date (as defined in the Revolving Credit Agreement) and the Maturity Date (as defined in the Term Credit Agreement).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors have caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of March 31st, 2008.

PENHALL INTERNATIONAL CORP.,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

PENHALL COMPANY,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

BOB MACK CO., INC.,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

CAPITOL DRILLING SUPPLIES, INC.,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

PENHALL HOLDING COMPANY,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

[SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

PENHALL INVESTMENTS, INC.,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

CONCRETE BARRIER, INC.,
as a Grantor

By: John T Sawyer
Name: _____
Title: _____

[SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF California

ss.

COUNTY OF Orange

On this day of March, 2008 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/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
My Comm. Expires Aug 12, 2011

'SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

STATE OF ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this _ day of March, 2008 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 Company, who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
My Comm. Expires Aug 12, 2011

/SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

STATE OF ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

ss.

COUNTY OF ORANGE

On this day of March, 2008 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 Bob Mack Co., Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Kathleen O. Hall

Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
My Comm. Expires Aug 12, 2011

/SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

STATE OF ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this _ day of March, 2008 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 Capitol Drilling Supplies, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Kathleen O. Hall
Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
My Comm. Expires Aug 12, 2011

/SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

STATE OF ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this day of March, 2008 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 Holding Company, who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Kathleen O. Hall
Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
My Comm. Expires Aug 12, 2011

[SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

STATE OF ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this _ day of March, 2008 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 Investments, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Kathleen O. Hall
Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
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STATE OF ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this _ day of March, 2008 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 Concrete Barrier, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

KATHLEEN O. HALL
Commission # 1761303
Notary Public - California
Orange County
My Comm. Expires Aug 12, 2011

'SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: BRIAN A. POLOMSKY
Title: DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO PENHALL AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	REG. NUMBER	REG. DATE
(Design only)	2,824,460	3/23/2004
PENHALL COMPANY (and Design)	2,741,325	7/29/2003
PERFORMANCE SAWING & BREAKING (and Design)	2,340,631	4/11/2000
PHOENIX CONCRETE CUTTING (and Design)	2,364,121	7/04/2000
PENHALL	1,942,840	12/19/1995
PENHALL (and Design)	1,527,368	2/28/1989
PENHALL (and Design)	1,521,560	1/24/1989
SUPERIOR CONCRETE CUTTING	n/a	5/11/2005
PENHALL COMPANY (and Design)	3,173,543	11/21/2006
PENHALL RENTALS	3,148,104	9/26/2006
PENHALL RENTALS (and Design)	3,148,103	9/26/2006

TRADEMARK APPLICATIONS

None

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