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 Graff Company ULC		03/31/2008	Alberta unlimited liability corporation:

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: 1

Property Type	Number	Word Mark
Registration Number:	2966285	GRAFSCAN

CH $40.00 2966285

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: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2008 (this "**Trademark Security Agreement**") between THE GRAFF COMPANY ULC, an Alberta unlimited liability corporation ("**Grantor**") 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**").

W I T N E S S E T H:

WHEREAS:

(A) The parties hereto entered into a Security Agreement, dated as of September 13, 2007 (as heretofore amended, modified or supplemented, the "**Original Security Agreement**") pursuant to which the Grantor 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) Grantor has 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.

(C) Grantor has 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;

(D) Grantor has 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 Grantor 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 the Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Creditors, 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, the 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 Grantor (all such Obligations and other secured obligations, the "**Secured Obligations**") the Grantor hereby grants to Collateral Agent, on behalf of itself and Creditors, 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 (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which the Grantor is a party including those referred to on Schedules I and II hereto but in no event any intent to use applications relating to Trademarks; *provided* that Trademark Licenses in which the 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 the 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 Collateral Agent, on behalf of itself and Creditors, pursuant to the Original Security Agreement and the Amended and Restated Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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. **GOVERNING LAW**

This Trademark Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

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5. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This 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]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of March 31, 2008.

THE GRAFF COMPANY ULC,
as Grantor

By: _____
Name: Barrett Wax
Title: VP & CFO

[*SIGNATURE PAGE TO GRAFF TRADEMARK SECURITY AGREEMENT*]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Douglas B. Koch
Title: Duly Authorized Signatory

[*SIGNATURE PAGE TO GRAFF TRADEMARK SECURITY AGREEMENT*]

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Mark	Owner	Serial No.	Filing Date	Registration No.	Registration Date
GRAFSCAN	The Graff Company Ltd	78/277,473	7/22/2003	2,966,285	7/12/2005

920059

SCHEDULE II

TRADEMARK SECURITY AGREEMENT

Canadian Trademarks

Mark	Owner	Serial No.	Filing Date	Registration No.	Registration Date	Country
GRAFSCAN	The Graff Company ULC	1170264	3/5/2003	TMA611677	6/1/2004	Canada
SCAN BEFORE YOU CUT	The Graff Company ULC	1283498	12/13/2005	TMA684425	3/23/2007	Canada
SCAN BEFORE YOU CUT	The Graff Company ULC	1283497	12/13/2005	TMA684546	3/23/07	Canada

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