

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
Underground Construction Co., Inc.		08/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Quanta Associates, L.P.		
Street Address:	1360 Post Oak Blvd.		
Internal Address:	Suite 21100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056-3023		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1248630	UC	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-861-7659		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Melanie S. Corcoran		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	QUANTA		
NAME OF SUBMITTER:	Melanie S. Corcoran		
Signature:	/Melanie S. Corcoran/		

CH \$40.00 1248630

Date:

09/03/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of August 14, 2008 by and between UNDERGROUND CONSTRUCTION CO., INC., a Delaware corporation ("Assignor"), and QUANTA ASSOCIATES, L.P., a Texas limited partnership ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks (defined in Section 1.a herein);

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademarks" shall mean the trademarks and service marks and associated applications and/or registrations set forth on Schedule I to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademarks and service marks.

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademarks prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

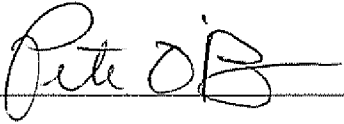
c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to any Trademarks, including without limitation, the right to recover for past, present or future infringements of the Trademarks or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

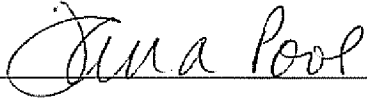
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

**UNDERGROUND CONSTRUCTION
CO., INC.**
(Assignor)

By: 
Name: Peter B. O'Brien
Title: Vice President

QUANTA ASSOCIATES, L.P.
(Assignee)

By: 
Name: Tana L. Pool
Title: Vice President

Schedule I

Trademarks

Mark	U.S. Application No.	U.S. Registration No.
UC and Design	73/261796	1,248,630