

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quanta Services, Inc.		08/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quanta Associates, L.P.		
<b>Street Address:</b>	1360 Post Oak Blvd.		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056-3023		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3207914	RIGGIN & DIGGIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-861-7659		
<b>Email:</b>	clevelandip@bakerlaw.com		
<b>Correspondent Name:</b>	Melanie S. Corcoran		
<b>Address Line 1:</b>	1900 East 9th Street		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	QUANTA		
<b>NAME OF SUBMITTER:</b>	Melanie S. Corcoran		
<b>Signature:</b>	/Melanie S. Corcoran/		

CH \$40.00 3207914

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 QUANTA SERVICES, 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.

QUANTA SERVICES, INC.  
(Assignor)

By: Tana Pool

Name: Tana L. Pool

Title: Vice President

QUANTA ASSOCIATES, L.P.  
(Assignee)

By: Peter O'Brien

Name: Peter B. O'Brien

Title: Vice President

TRADEMARK

REEL: 003845 FRAME: 0968

Schedule I

**Trademarks**

<b>Mark</b>	<b>U.S. Application No.</b>	<b>U.S. Registration No.</b>
RIGGIN & DIGGIN	78/749164	3,207,914