

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
American Civil Constructors Holdings, Inc.		04/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	PO Box 660197		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75266-0197		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2699627	ACC AMERICAN CIVIL CONSTRUCTORS	
Registration Number:	2651630	ACC	
Registration Number:	2647529	AMERICAN CIVIL CONSTRUCTORS	
CORRESPONDENCE DATA			
Fax Number:	(303)866-0200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-861-7000		
Email:	carol.donahue@hro.com		
Correspondent Name:	HOLME ROBERTS & OWEN LLP		
Address Line 1:	1700 LINCOLN STREET, SUITE 4100		
Address Line 2:	Attn: Carol Donahue		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	42551-01660		
NAME OF SUBMITTER:	Paul S. Cha		

OP \$90.00 2699627

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TRADEMARK
REEL: 004028 FRAME: 0256

Signature:	/Paul S. Cha/
Date:	07/21/2009
Total Attachments: 6 source=ACC_Trademark_Security_Agreement-Executed#page1.tif source=ACC_Trademark_Security_Agreement-Executed#page2.tif source=ACC_Trademark_Security_Agreement-Executed#page3.tif source=ACC_Trademark_Security_Agreement-Executed#page4.tif source=ACC_Trademark_Security_Agreement-Executed#page5.tif source=ACC_Trademark_Security_Agreement-Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 3, 2009 by American Civil Constructors Holdings, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent"), for the ratable benefit of the Lenders (as defined in the Credit Agreement referenced below) (each, a "Secured Party" and, collectively, the "Secured Parties").

Recitals

A. Grantor, the Lenders (as defined in the Credit Agreement) and the Administrative Agent entered into that certain Credit Agreement, dated as of September 29, 2006 (as amended by that certain First Amendment to Credit Agreement, dated as of November 30, 2006, that certain Second Amendment to Credit Agreement, dated as of June 1, 2007, that certain Waiver and Third Amendment to Credit Agreement, dated as of June 30, 2008, and any further amendments, modifications, replacements or substitutions thereof, the "Credit Agreement"), providing for a term loan and a revolving line of credit in the initial maximum principal amount, in the aggregate, of \$31,000,000.00.

B. The Grantors, the Guarantors party thereto, the Lenders and the Administrative Agent have entered into that certain Forbearance Agreement, dated as of April 3, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Forbearance Agreement").

C. The Credit Agreement requires that, upon the Administrative Agent's request, Grantor shall deliver such documents necessary to secure the Secured Obligations in the manner set forth herein.

D. The Administrative Agent, by delivery of this Agreement to Grantor, requests that this Agreement be executed by Grantor and returned to the Administrative Agent.

E. The Forbearance Agreement requires that the Grantor execute and deliver this Agreement to the Administrative Agent.

F. The Grantor has determined that it is in its best interests to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the credit extensions made to Grantor from time to time pursuant to the Credit Agreement and the Forbearance Agreement and will derive substantial direct and indirect benefits from the forbearance provided for in the Forbearance Agreement. The Grantor understands and agrees that the Administrative Agent, the Lenders and any additional Secured Parties are relying on this representation in agreeing to make credit extensions to Grantor under the Credit Agreement and the Forbearance Agreement, as applicable.

G. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Pledge and Security Agreement, dated as of September 29, 2006, by and among the Grantor, the Guarantors listed on the signature pages thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") or, if not defined in the Security Agreement, then as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor hereby grants to and creates in favor of the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (collectively, the "Trademark Collateral"):

(a) (i) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including, without limitation, those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b) and (c), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term “Trademark Collateral” shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

SECTION 3. Representations. Upon the execution and delivery of this Agreement, the filing with the United States Patent and Trademark Office of this Agreement and the filing with the Delaware Secretary of State of the appropriately completed UCC-1 financing statements, the Administrative Agent’s security interest in the Trademark Collateral conferred hereby will be a valid, perfected first priority security interest (to the extent perfection may be achieved by a filing with the United States Patent and Trademark Office or filing with the Delaware Secretary of State of UCC-1 financing statements), subject only to certain Permitted Liens (as defined in the Credit Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except as provided for and permitted by the Security Agreement.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Administrative Agent to file this Agreement with all offices deemed necessary by the Administrative Agent (provided that in the case of any such filing outside the United States, the Administrative Agent shall provide Grantor notice of such filing). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and the Forbearance Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

AMERICAN CIVIL CONSTRUCTORS
HOLDINGS, INC.

By: 
Name: Jeffrey H. Pius
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: R. Alan Green
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

AMERICAN CIVIL CONSTRUCTORS
HOLDINGS, INC.

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: *R. Alan Green*
Name: R. Alan Green
Title: Vice President

**SCHEDULE I
to Trademark Security Agreement**

United States Trademarks:

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
2699627	03/25/2003	ACC American Civil Constructors and Design
2651630	11/19/2002	ACC
2647529	11/5/2002	American Civil Constructors