

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
JPMorgan Chase Bank, N.A.		05/03/2010	Administrative Agent:
RECEIVING PARTY DATA			
Name:	ACC Credit LLC		
Street Address:	1400 Civic Place		
Internal Address:	Suite 250		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-7311		
Email:	HWRITM@hunton.com		
Correspondent Name:	Janet W. Cho - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	63219.18		
NAME OF SUBMITTER:	Janet W. Cho		

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TRADEMARK
REEL: 004233 FRAME: 0160

Signature:	/Janet W. Cho/
Date:	06/28/2010
Total Attachments: 5 source=ACC Credit LLC#page1.tif source=ACC Credit LLC#page2.tif source=ACC Credit LLC#page3.tif source=ACC Credit LLC#page4.tif source=ACC Credit LLC#page5.tif	

ASSIGNMENT OF TRADEMARK LIENS

THIS ASSIGNMENT OF TRADEMARK LIENS (this "Assignment"), dated as of May 3, 2010, is executed by JPMorgan Chase Bank, N.A. as Administrative Agent for the ratable benefit of the Lenders under the Credit Agreement, as defined below ("Retiring Agent"), in favor of ACC Credit LLC, a Delaware limited liability company, as Administrative Agent for the ratable benefit of the Lenders under the Credit Agreement ("Successor Agent").

Recitals

A. American Civil Constructors Holdings, Inc., a Delaware corporation, the Lenders party thereto and the Retiring Agent have entered into that certain Credit Agreement, dated as of September 29, 2006 (as amended or modified prior to the date hereof, the "Credit Agreement"). Defined terms used herein and not defined herein shall have the meanings set forth in the Credit Agreement.

B. To secure the obligations of the Borrower arising in connection with the Credit Agreement, the Borrower executed and delivered that certain Trademark Security Agreement, dated as of April 3, 2009, which was recorded with the United States Patent and Trademark Office on July 21, 2009, Reel/Frame 004028/0256 (the "Lien Document"), attached hereto as Exhibit A.

C. Pursuant to that certain Resignation, Appointment and Assignment Agreement and Amendment to Credit Agreement, dated as of the date hereof (the "Resignation"): (i) Retiring Agent resigned as Administrative Agent, (ii) Successor Agent was appointed as Administrative Agent, and (iii) the Retiring Agent assigned to Successor Agent all of Retiring Agent's right, title and interest in, among other things, the Lien Document and the liens and security interests created in the property described therein (such property, herein the "Collateral").

D. In furtherance of the provisions of the Resignation, Retiring Agent desires to evidence the assignment of all of its right, title and interest in and to the Lien Document and the Collateral to Successor Agent.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment. Retiring Agent hereby TRANSFERS, ASSIGNS, GRANTS and CONVEYS, unto Successor Agent all of its right, title and interest in and to the Lien Document, together with any rider, addendum, exhibit, schedule and attachment thereto, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Lien Document, ALL WITHOUT

REPRESENTATION, WARRANTY OR RECOURSE, EACH OF WHICH ARE HEREBY EXPRESSLY WAIVED IN ALL RESPECTS.

2. Miscellaneous.

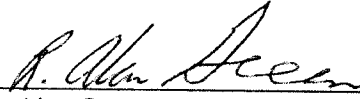
(a) This Assignment shall be governed by, and construed in accordance with, the laws of the State of Colorado (without regard to the choice of law or conflict of law rules) and applicable laws of the United States of America.

(b) This Assignment and all documents to be executed and delivered hereunder may be delivered in the form of a facsimile copy, subsequently confirmed by delivery of the originally executed document. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the following have executed this Assignment on the date first above written.

Retiring Agent: JPMORGAN CHASE BANK, N.A.

By: 
R. Alan Green
Vice President

Consented to and Agreed:
Successor Agent: ACC CREDIT LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____


[Signature Page to Trademark Security Agreement Assignment]

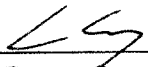
IN WITNESS WHEREOF, the following have executed this Assignment on the date first above written.

Retiring Agent: JPMORGAN CHASE BANK, N.A.

By: _____
R. Alan Green
Vice President

Consented to and Agreed:
Successor Agent: ACC CREDIT LLC

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Conner Searcy
Title: Executive Director

[Signature Page to Trademark Security Agreement Assignment]

Exhibit A
Trademark Security Agreement

United States Trademarks:

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