

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
UtilX Corporation		07/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Agricole Corporate and Investment Bank, as Collateral Agent		
Street Address:	1301 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3278487	CABLECURE	
Registration Number:	1827730	CABLECURE	
Registration Number:	1831785	CABLECURE	
Registration Number:	1760783	CABLECURE	
Registration Number:	3398205	CABLEWISE	
Registration Number:	1484625	FLOWMOLE	
Registration Number:	1739206	UTILX	
CORRESPONDENCE DATA			
Fax Number:	(212)938-3856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.508.6156		
Email:	william.ebert@bgllp.com		
Correspondent Name:	William Ebert		
Address Line 1:	1251 Avenue of the Americas, 48th Floor		
Address Line 2:	Bracewell & Giuliani LLP		

OP \$190.00 3278487

Address Line 4: New York, NEW YORK 10020-1104

ATTORNEY DOCKET NUMBER: 020379.000036

NAME OF SUBMITTER: Joanna Hong

Signature: /Joanna Hong/

Date: 07/01/2010

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of July 1, 2010 (this "IP Security Agreement"), is by and among Willbros United States Holdings, Inc., a Delaware corporation (the "Borrower"), Willbros Group, Inc., a Delaware corporation (the "Parent"), certain Subsidiaries of the Parent party hereto (each such Subsidiary, together with the Parent and the Borrower, each a "Grantor" and, collectively, the "Grantors"), and Crédit Agricole Corporate and Investment Bank, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Borrower, the Parent and certain Subsidiaries thereof party thereto, the Lenders, Crédit Agricole Corporate and Investment Bank, as Administrative Agent, Collateral Agent and Issuing Bank, UBS Securities LLC, as Syndication Agent, and Natixis, The Bank of Nova Scotia and Capital One, N.A., as Co-Documentation Agents, have entered into that certain Credit Agreement dated as of June 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, each Guarantor has guaranteed the Obligations pursuant to Article VIII of the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Parent and certain Subsidiaries of the Parent party thereto have entered into that certain Security Agreement, dated as of July 1, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Lenders have conditioned their obligations under the Credit Agreement upon the execution and delivery by each Grantor of this IP Security Agreement, and the Grantors have agreed to enter into this IP Security Agreement; and

WHEREAS, all capitalized terms used herein, including in the recitals hereto, but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, in order to comply with the terms and conditions of the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations, each Grantor hereby charges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's rights, title and interest in, to and under any and all of the following (other than to the extent any of the following

constitutes Excluded Property), in each case wherever located and whether now owned or existing or hereafter arising or acquired:

(a) (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States, (ii) all extensions or renewals thereof and (iii) the goodwill symbolized by any of the foregoing, including all Trademarks listed on Schedule I hereto under the heading "Trademarks";

(b) any written agreement granting any right to use any trademark or trademark registration of any third party (collectively, the "Trademark Licenses"), including all Trademark Licenses listed on Schedule I hereto under the heading "Trademark Licenses";

(c) (i) all letters patent of the United States and all applications for letters patent of the United States, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto, including all Patents listed on Schedule I hereto under the heading "Patents";

(d) any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a patent of any third party (collectively, the "Patent Licenses"), including all Patent Licenses listed on Schedule I hereto under the heading "Patent Licenses";

(e) (i) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, (ii) all extensions or renewals thereof and (iii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (collectively, the "Copyrights"), including all Copyrights listed on Schedule I hereto under the heading "Copyrights"; and

(f) to the extent not otherwise included, all Proceeds of any of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes the Collateral Agent to record this IP Security Agreement with the Register of Copyrights and the Commissioner of Patents and Trademarks.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 4. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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

GRANTORS:


WILLBROS GROUP, INC.
WILLBROS UNITED STATES HOLDINGS, INC.
WILLBROS GOVERNMENT HOLDINGS (U.S.),
LLC
WILLBROS GOVERNMENT SERVICES (U.S.),
LLC
WILLBROS CONSTRUCTION (U.S.), LLC
WILLBROS CONSTRUCTION CALIFORNIA
(U.S.), INC.
WILLBROS ENERGY SERVICES COMPANY
WILLBROS ENGINEERS (U.S.), LLC
WILLBROS ENGINEERING CALIFORNIA
(U.S.), INC.
WILLBROS MIDSTREAM SERVICES (U.S.),
LLC
WILLBROS PROJECT SERVICES (U.S.), LLC
WILLBROS REFINERY AND MAINTENANCE
SERVICES (U.S.), LLC
INTEGRATED SERVICE COMPANY LLC
CONSTRUCTION & TURNAROUND SERVICES
OF CALIFORNIA, INC.
CONSTRUCTION & TURNAROUND
SERVICES, L.L.C.
INTEGRATED SERVICE COMPANY OF
OKLAHOMA, INC.
WILLBROS PIPELINE SPECIALTY SERVICES,
LLC
WINK ENGINEERING, LLC
INFRASTRUX GROUP, LLC
B & H MAINTENANCE AND CONSTRUCTION,
INC.
CHAPMAN CONSTRUCTION MANAGEMENT
CO., INC.
CHAPMAN HOLDING CO., INC.
CHAPMAN CONSTRUCTION CO., L.P.
GI ACQUISITION, INC.
GILL ELECTRIC MANAGEMENT, L.L.C.
GILL ELECTRIC SERVICE, LTD.
INFRASTRUX GROUP COMMON
PAYMASTER, LLC
INFRASTRUX ENERGY GP, LLC

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 004235 FRAME: 0800

INFRASTRUX ENERGY LP, LLC
INFRASTRUX HAWKEYE HOLDINGS, LLC
BEMIS, LLC
HALPIN LINE CONSTRUCTION LLC
HAWKEYE, LLC
PREMIER UTILITY SERVICES, LLC
LINEAL HOLDINGS, INC.
INTERCON CONSTRUCTION, INC.
INTERCON CONSTRUCTION TRUCKING, INC.
INTERPOWER LINE SERVICES
CORPORATION
LINEAL INDUSTRIES, INC.
SKIBECK PIPELINE COMPANY, INC.
SKIBECK PLC, INC.
TRAFFORD CORPORATION
TEXAS ELECTRIC UTILITY CONSTRUCTION
MANAGEMENT, L.L.C.
TEXAS ELECTRIC UTILITY CONSTRUCTION,
LTD.
FLOWERS HOLDING CO., INC.
FLOWERS LIMITED PARTNER, INC.
FLOWERS MANAGEMENT CO., INC.
FLOWERS CONSTRUCTION CO., L.P.
UTILX CORPORATION
UTILX OVERSEAS HOLDINGS, INC.

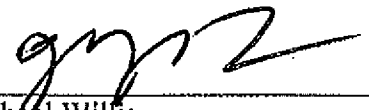
By:
Name:
Title:


Peter M. Brink
Vice President, Treasurer & Authorized Representative

COLLATERAL AGENT:

CREDIT AGRICOLE CORPORATE AND
INVESTMENT BANK,
as Collateral Agent






By: 
Name: David Gurghigian
Title: Managing Director

By: 
Name: Michael Willis
Title: Managing Director

Schedule I
to the IP Security Agreement

Trademarks/Trademark Applications/Licenses

Trademarks/Service marks granted by the US Patent and Trademark Office:

<u>Registered Owner</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country/Class</u>
Willbros Group, Inc.	WILLBROS	4/29/2008	3,420,027	USA
Willbros Group, Inc.		4/29/2008	3,420,027	USA
Wink Companies, LLC., now known as Wink Engineering, LLC	WINK	12/23/2008	3,550,647	USA
Wink Companies, LLC., now known as Wink Engineering, LLC	 WINK (Flag + WINK)	2/10/2009	3,573,136	USA
Wink Companies, LLC., now known as Wink Engineering, LLC	 Wink (Flag + Wink)	1/13/2009	3,561,558	USA
Wink Companies, LLC., now known as Wink Engineering, LLC	 (Flag Only)	12/23/2008	3,550,648	USA
Wink Companies, LLC., now known as Wink Engineering, LLC	 WINK (WINK under Flag)	2/24/2009	3,580,983	USA
UtilX Corporation	CABLECURE	8/14/2007 Renewal: 8/14/2016	3278487	USA IC1 IC37
UtilX Corporation	CABLECURE & Design	3/22/1994 Renewal: 3/22/2013	1827730	USA IC37
UtilX Corporation	CABLECURE (Stylized Letters)	4/19/1994 Renewal: 4/19/2013	1831785	USA IC1
UtilX Corporation	CABLECURE (Stylized Letters)	3/23/1993	1760783	USA IC37

UtilX Corporation	CABLEWISE	Renewal: 3/23/2012 3/18/2008 Renewal: 3/18/2013	3398205	USA IC42
UtilX Corporation	FLOWMOLE	4/12/1988 Renewal: 4/12/2017	1484625	USA IC37
UtilX Corporation	UTILX	12/8/1992 Renewal: 12/8/2011	1739206	USA IC37
Trafford Corporation	RENU	12/23/1997 Renewal: 12/23/2016	2122816	USA IC37

Trademark Applications filed with US Patent and Trademark Office: NONE.

Trademark Licenses: NONE.

Patents/Patent Applications/Licenses

Patents granted by the US Patent and Trademark Office:

<u>Registered Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent No./ Issue Date/ Exp. Date</u>	<u>Status</u>
UtilX Corporation	Cable and Cable Connection Assembly	USA	7544105 6/9/2009 8/23/2025	Issued
UtilX Corporation	Cable Connection Assembly	USA	7344396 3/18/2008 8/23/2025	Issued
UtilX Corporation	Cable Connection Assembly	USA	7621167 11/24/2009 8/23/2025	Issued
UtilX Corporation	Cable Connection Assembly	USA	7658629 2/9/2010 8/23/2025	Issued
UtilX Corporation	Cable Connectors With Internal Fluid Reservoirs	USA	7331806 2/19/2008 11/1/2024	Issued
UtilX Corporation	Distributed Cable Feed System and Method	USA	6697712 2/24/2004 4/24/2020	Issued

<u>Registered Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent No./ Issue Date/ Exp. Date</u>	<u>Status</u>
UtilX Corporation	Electronic Guidance System and Method for Locating a Discrete In-Ground Boring Device	USA	5585726 12/17/1996 5/26/2015	Issued
UtilX Corporation	Fluid Reservoir for a Cable Span	USA	7256350 8/14/2007 4/19/2025	Issued
UtilX Corporation	Long Range Electronic Guidance System for Locating a Discrete In-Ground Boring Device	USA	6543550 4/8/2003 12/21/2020	Issued
UtilX Corporation	Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	USA	6517366 2/11/2003 2/6/2021	Issued
UtilX Corporation	Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	USA	6929492 8/16/2005 12/28/2022	Issued
UtilX Corporation	Method of Suppressing Supersaturation in Underground Electrical Cables	USA	6162491 12/19/2000 9/21/2019	Issued
UtilX Corporation	On-Line Detection of Partial Discharge in Electrical Power Systems	USA	6809523 10/26/2004 3/12/2021	Issued
UtilX Corporation	Time Domain Reflectometer Display Method	United States	6646451 11/11/2003 12/6/2020	Issued
UtilX Corporation	Cable Connector with Fluid Injection Port	USA	5907128 5/25/99 2/13/2017	Issued
UtilX Corporation	Connections and Terminations for Cables	USA	6489554 12/3/02 10/11/2020	Issued

<u>Registered Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent No./ Issue Date/ Exp. Date</u>	<u>Status</u>
UtilX Corporation	Cable Connection Assembly	USA	7621767 11/24/2009 8/23/2025	Issued
Trafford Corporation	Live Service Pipe Insertion Apparatus and Method	USA	6024515 2/15/2000 3/4/2017	Issued

Patent Applications filed with US Patent and Trademark Office:

<u>Applicant</u>	<u>Title</u>	<u>Country</u>	<u>Appl. No. Date Filed</u>	<u>Status</u>
UtilX Corporation	Cable Termination Connection Assembly	USA	12/544985 8/20/2009	Pending
UtilX Corporation	Check Valve for Charge Tank	USA	11/220385 9/6/2005	Pending
UtilX Corporation	Composition and Method for Restoring an Electrical Cable and Inhibiting Corrosion in the Aluminum Conductor Core	USA	11/965544 12/27/2007	Pending
UtilX Corporation	On-Line Time Domain Reflector	USA	61/219298 6/22/2009	Pending
UtilX Corporation	Synchronizer for a Data Acquisition System	USA	61/165333 3/31/2009	Pending
UtilX Corporation	Synchronizer for a Data Acquisition System	USA	12/605964 10/26/2009	Pending
UtilX Corporation	Cable Splice Connection Assembly	USA	12/544991 8/20/2009	Pending

Patent Licenses:

1. Owner: *Dow Corning Corporation*

U.S. Patent No. 4,372,988 (via Exclusive License and Distribution Agreement)†
U.S. Patent No. 4,766,011 (via Exclusive License and Distribution Agreement)†

U.S. Patent No. 4,840,983, claims 5, 6 and 7 (via Exclusive License and Distribution Agreement) †
U.S. Patent No. 4,845,309 (via Exclusive License and Distribution Agreement) †
U.S. Patent No. 4,961,961 (via Exclusive License and Distribution Agreement) †
U.S. Patent No. 5,082,449 (via Exclusive License and Distribution Agreement)
U.S. Patent No. 4,978,694 (via Exclusive License and Distribution Agreement) †
U.S. Patent No. 5,372,840*
U.S. Patent No. 5,372,841*

†These patents have all expired.

*These patents cover the CableCURE/XL Fluid inventions owned by Dow Corning Corporation.

2. Owner: *Thomas & Betts Corporation*

U.S. Patent No. 4,946,393

3. Owner: *Raychem Corporation**

U.S. Pat. App. 08/799547 and any patents resulting from such application
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*Raychem and UtilX were joint contributors to this invention and Raychem assigned all ownership rights to UtilX.

Copyrights/Copyright Applications

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