

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penhall International Corp.		06/25/2010	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	500 Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85007885		
<b>Serial Number:</b>	77738634	PENHALL STRUCTURE SCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jhannon@kslaw.com		
<b>Correspondent Name:</b>	James M. Hannon		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	09631.009156		
<b>NAME OF SUBMITTER:</b>	James M. Hannon		
<b>Signature:</b>	/James M. Hannon/		
<b>Date:</b>	08/03/2010		

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**Total Attachments: 8**

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**FIRST SUPPLEMENT TO THE  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **FIRST SUPPLEMENT TO THE AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of June 25, 2010 (this "**Agreement**") by and among PENHALL INTERNATIONAL CORP., an Arizona corporation ("**Grantor**"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Collateral Agent (as defined in the Amended and Restated Security Agreement) for itself and (i) the Revolving Lenders and Revolving Agent from time to time party to the Revolving Credit Agreement defined below (together with each L/C Issuer, "**Revolving Creditors**") and (ii) the Term Lenders and Term Agent (as defined in the Amended and Restated Security Agreement) from time to time party to the Term Credit Agreement (the "**Term Creditors**" and together with the Revolving Creditors, the "**Creditors**").

**WITNESSETH:**

**WHEREAS:**

- (A) The parties hereto entered into (or subsequently became parties to) a Security Agreement, dated as of July 28, 2006 (as heretofore amended, modified or supplemented, the "**Original Security Agreement**") pursuant to which the Grantor granted to General Electric Capital Corporation, as Agent, security interests in the Collateral to secure the "**Obligations**" (as such term was heretofore defined in the Revolving Credit Agreement).
- (B) The parties hereto entered into (or subsequently became parties to) a Trademark Security Agreement, dated as of July 28, 2006 (as heretofore amended, modified or supplemented, the "**Original Trademark Security Agreement**") pursuant to which Grantor granted to General Electric Capital Corporation, as Agent, a security interest in certain trademark collateral.
- (C) Grantor has entered into that certain Second Amended and Restated Revolving Credit Agreement dated as of March 31, 2008 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Revolving Credit Agreement**"), with the Lenders party thereto, together with their respective successors and assigns, the "**Revolving Lenders**" and General Electric Capital Corporation as "**Agent**" thereunder (in such capacity, the "**Revolving Agent**"), pursuant to which Borrowers have borrowed and may in the future borrow Revolving Loans ("**Revolving Loans**") upon the terms and subject to the conditions specified in the Revolving Credit Agreement.
- (D) Grantor has entered into that certain Credit Agreement, dates as of March 31, 2008 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified the "**Term Credit Agreement**" and together with the Revolving Credit Agreement, the "**Credit Agreements**") with the "**Lenders**" party thereto (together with their respective successors and assigns, the "**Term Lenders**" and together with the Revolving Lenders, each a "**Lender**" and collectively, the "**Lenders**") and General Electric Capital Corporation as "**Agent**" thereunder(in such capacity, the "**Term Agent**"), pursuant to which Lenders have agreed to make a certain Term Loan to PENHALL COMPANY, a California corporation, upon the terms and subject to the conditions specified in the Term Credit Agreement.
- (E) Grantor has entered into an Amended and Restated Security Agreement dated as of March 31, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Amended and Restated Security Agreement**") by and among Grantor and others, Revolving Agent, Term Agent and Collateral Agent. Pursuant to the Amended and Restated Security Agreement and the Original Security

Agreement, in order to continue inducing the Creditors to make the Term Loan and to make and continue the Revolving Loans Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Creditors, this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Security Agreement. If not defined in the Amended and Restated Security Agreement, the capitalized terms have the meanings given to them in the Revolving Credit Agreement and Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

To secure the payment of the Obligations and all present and future obligations of the Grantor (all such Obligations and other secured obligations, the “**Secured Obligations**”) Grantor hereby grants to Collateral Agent, on behalf of itself and Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule 1 hereto, but in no event any intent-to-use applications relating to Trademarks; *provided* that Trademark Licenses in which Grantor is the licensee shall not be considered Trademark Collateral if prohibited by the instrument governing the Trademark License;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Creditors, pursuant to the Original Security Agreement and the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **SECURITY INTEREST**

Grantor hereby confirms its prior grant under the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement and grants to the Collateral Agent, for

itself and for the ratable benefit of the Creditors a Lien upon all of its respective right, title and interest in, to and under the Trademark Collateral as collateral security for the payment and performance of the Obligations.

5. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Agreement shall terminate on the later of the Termination Date (as defined in the Revolving Credit Agreement) and the Maturity Date (as defined in the Term Credit Agreement).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Grantor has caused this First Supplement to the Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PENHALL INTERNATIONAL CORP.,**  
as Grantor


By: \_\_\_\_\_

Name: BRUCE LUX

Title: VICE President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

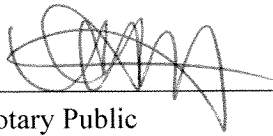
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Collateral Agent

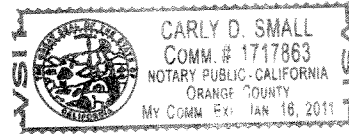
By:   
Name: **JOHN M. STEIDLE**  
Title: **DULY AUTHORIZED SIGNATORY**

ACKNOWLEDGMENT OF GRANTOR

STATE OF California )  
 ) ss.  
COUNTY OF Orange )

On this 25 day of June, 2010 before me personally appeared Bruce Wix, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Penhall International Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public






**SCHEDULE I  
FIRST SUPPLEMENT TO THE AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**


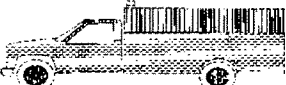
**A. U.S. Registered Trademarks**

None



**B. U.S. Trademark Applications for Registration**


TRADEMARK	APP. NO./ DATE	OWNER
	85/007,885 04/06/10	Penhall International Corp.
PENHALL STRUCTURE SCAN	77/738,634 05/15/09	Penhall International Corp.

**C. Foreign Registered Trademarks**

TRADEMARK	APP. NO. DATE	REG. NO. DATE	COUNTRY	OWNER
PENHALL	1395666 05/14/08	TMA749831 10/08/09	Canada	Penhall International Corp.
	1395830 05/14/08	TMA747976 09/17/09	Canada	Penhall International Corp.
	1395664 05/14/08	TMA751501 10/28/09	Canada	Penhall International Corp.

**D. Foreign Trademark Applications for Registration**

TRADEMARK	APP. NO./ DATE	COUNTRY	OWNER
PENHALL STRUCTURE SCAN	1459183 11/13/09	Canada	Penhall International Corp.
	1479645 05/04/10	Canada	Penhall International Corp.
	1479644 05/04/10	Canada	Penhall International Corp.

TRADEMARK	APP. NO./ DATE	COUNTRY	OWNER
 The logo for Penhall Bridge Restoration Services features the word "PENHALL" in a bold, sans-serif font inside a dark, rounded rectangular shape. Below it, the words "BRIDGE RESTORATION SERVICES" are written in a smaller, lighter font.	1479643 05/04/10	Canada	Penhall International Corp.

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RECORDED: 08/03/2010

**TRADEMARK**  
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