

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademarks and Copyrights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penhall International Corp.		11/19/2010	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	New Penhall Acquisition Company
Street Address:	375 Park Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10152-0002
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78675323	PENHALL COMPANY
Serial Number:	78675251	PENHALL RENTALS
Serial Number:	78675234	PENHALL RENTALS
Serial Number:	77959491	PENHALL BRIDGE RESTORATION SERVICES
Serial Number:	77959486	PENHALL PAVEMENT RESTORATION SERVICES
Serial Number:	77959477	PENHALL PAVEMENT RESTORATION SERVICES
Serial Number:	77959464	PENHALL BRIDGE RESTORATION SERVICES
Serial Number:	77738634	PENHALL STRUCTURE SCAN
Serial Number:	76400857	PENHALL COMPANY
Serial Number:	74627098	PENHALL
Serial Number:	73733520	PENHALL
Serial Number:	85007885	
Serial Number:	85007890	

CH \$390.00 78675323

Serial Number:	76404899	
Serial Number:	75634777	PHOENIX CONCRETE CUTTING

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045093-0031
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/07/2010

Total Attachments: 8
source=New Penhall Assignment of TMs and copyrights#page1.tif
source=New Penhall Assignment of TMs and copyrights#page2.tif
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ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of November 19, 2010 by Penhall International Corp., an Arizona corporation ("Assignor"), to New Penhall Acquisition Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee, Penhall Holding Company, Centerbridge Capital Partners, L.P., New Penhall Holding Company, and New Penhall International Corp. are parties to that certain Purchase Agreement dated as of October 13, 2010 (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement), providing for, among other things, the sale, conveyance, transfer, assignment and delivery to Assignee of all right, title and interest in and to the Remaining Assets, including the Assigned Marks (as defined below) and the Assigned Works (as defined below);

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office (collectively, the "Assigned Marks");

WHEREAS, Assignor is duly authorized to convey, transfer, assign and deliver the work of authorship (including all copyrights therein) listed on Schedule B attached hereto and incorporated by reference herein and all registrations and applications for registration thereof filed in the United States Copyright Office, including the U.S. registration listed on Schedule B (collectively, the "Assigned Works"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in and to the Assigned Marks and the Assigned Works.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby convey, transfer, assign and deliver to Assignee, free and clear of all Liens, (i) all of Assignor's right, title and interest in and to the Assigned Marks, including the registrations and applications for registration thereof, together with all the goodwill of the business connected with the use thereof and symbolized thereby, (ii) all of Assignor's right, title and interest in and to the Assigned Works, including the registrations and applications for registration thereof, (iii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held, used and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

From and after the Closing, Assignor shall, and shall cause its Affiliates to, execute and deliver, without consideration, such documents as Assignee may reasonably request, and take any and all other actions necessary, proper or advisable to more effectively convey, transfer and assign to Assignee (or to more effectively record or evidence the same) the Assigned Marks and the Assigned Works.

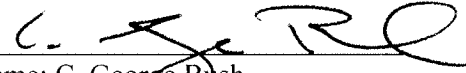
Assignor hereby authorizes and requests that the United States Patent and Trademark Office, the Canadian Intellectual Property Office and the United States Copyright Office record this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed entirely within that state.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

PENHALL INTERNATIONAL CORP.

By: 
Name: C. George Bush
Title: President and Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

To wit: I, _____, a notary public in and for the State and County aforesaid, do certify that _____, whose name, as _____ of Penhall International Corp., is signed to the writing above, bearing the date on the _____ day of _____ has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this _____ day of _____, 2010.

My term of office expires on the _____ day of _____.

(Notary Public)

ACKNOWLEDGMENT

State of California
County of Orange

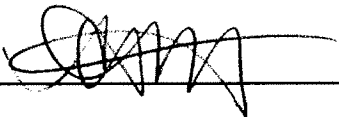
On November 18, 2010 before me, Carly D. Small, Notary Public
(insert name and title of the officer)

personally appeared C. George Bush,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.






WITNESS my hand and official seal.

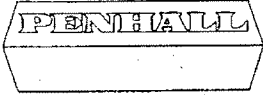


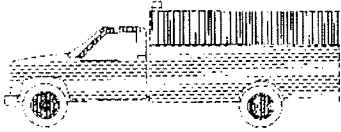







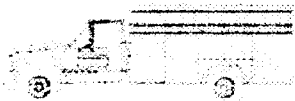
Signature 

(Seal)

SCHEDULE A

Jurisdiction	Mark	Serial/Application Number	Registration Number
United States	PENHALL COMPANY 	78/675,323	3,173,543
United States	PENHALL RENTALS	78/675,251	3,148,104
United States	PENHALL RENTALS 	78/675,234	3,148,103
United States	PENHALL BRIDGE RESTORATION SERVICES	77/959,491	n/a
United States	PENHALL PAVEMENT RESTORATION SERVICES	77/959,486	n/a
United States	PENHALL PAVEMENT RESTORATION SERVICES 	77/959,477	n/a
United States	PENHALL BRIDGE RESTORATION SERVICES 	77/959,464	n/a
United States	PENHALL STRUCTURE SCAN	77/738,634	n/a
United States	PENHALL COMPANY 	76/400,857	2,741,325

Jurisdiction	Mark	Serial/Application Number	Registration Number
United States	PENHALL	74/627,098	1,942,840
United States	PENHALL 	73/733,520	1,527,368
United States	(Design Only) 	85/007,885	n/a
United States	(Design Only) 	85/007,890	n/a
United States	(Design Only) 	76/404,899	2,824,460
United States	PHOENIX CONCRETE CUTTING 	75/634,777	2,364,121
Canada	(Design Only) 	1479645	n/a

Jurisdiction	Mark	Serial/Application Number	Registration Number
Canada	PENHALL BRIDGE RESTORATION SERVICES	1479485	n/a
Canada	PENHALL PAVEMENT RESTORATION SERVICES	1479483	n/a
Canada	PENHALL BRIDGE RESTORATION SERVICES 	1479643	n/a
Canada	PENHALL STRUCTURE SCAN	1459183	TMA777442
Canada	PENHALL COMPANY 	1459183	TMA747976
Canada	PENHALL	1395666	TMA749831
Canada	PENHALL PAVEMENT RESTORATION SERVICES 	1479644	n/a
Canada	(Design Only) 	1395664	TMA751501

SCHEDULE B

Title of Assigned Work	Registration Number
Penhall Company Tuffy Decal.	VAu001033528