

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest as to Penhall International Corp. for the Security Interests filed at Reel 2659, Frame 0851; Reel 3220, Frame 0811; Reel 3360, Frame 0689; and Reel 3762, Frame 0946

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/19/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Penhall International Corp.
<b>Street Address:</b>	1801 Penhall Way
<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92803
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	76404899	
Serial Number:	74627098	PENHALL
Serial Number:	73733520	PENHALL
Serial Number:	76400857	PENHALL COMPANY
Serial Number:	78675323	PENHALL COMPANY
Serial Number:	78675251	PENHALL RENTALS
Serial Number:	78675234	PENHALL RENTALS
Serial Number:	75634777	PHOENIX CONCRETE CUTTING
Serial Number:	85007885	
Serial Number:	77738634	PENHALL STRUCTURE SCAN

**CORRESPONDENCE DATA**

900179449

**TRADEMARK  
 REEL: 004438 FRAME: 0873**

OP \$265.00 76404899

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: jhannon@kslaw.com  
Correspondent Name: James M. Hannon  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009156
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	12/22/2010

Total Attachments: 5  
source=penhalltmsecrelease#page1.tif  
source=penhalltmsecrelease#page2.tif  
source=penhalltmsecrelease#page3.tif  
source=penhalltmsecrelease#page4.tif  
source=penhalltmsecrelease#page5.tif

**PARTIAL TERMINATION AND RELEASE  
OF TRADEMARK SECURITY INTEREST**

THIS PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST (this "Partial Termination and Release") dated as of November 19, 2010, from GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for itself and (i) the Revolving Lenders and Revolving Agent (each as defined in the Amended and Restated Security Agreement (as defined below)) from time to time party to the Revolving Credit Agreement (as defined in the Amended and Restated Security Agreement) and (ii) the Term Creditors (as defined in the Amended and Restated Security Agreement) to PENHALL INTERNATIONAL CORP., an Arizona Corporation ("Penhall").

WHEREAS, pursuant to that 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"), the Security Agreement dated as of May 22, 2003 (as amended, modified or supplemented, the "2003 Security Agreement"), and the Security Agreement dated as of July 28, 2006 (as amended, modified, or supplemented, the "2006 Security Agreement") Penhall and others were required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Creditors (as defined in the Amended and Restated Security Agreement) the Trademark Security Agreements (as defined below);

WHEREAS, Penhall executed a Trademark Security Agreement dated May 22, 2003 (the "First Trademark Security Agreement"), in favor of Collateral Agent, which was recorded in the Assignment Division of the United States Patent and Trademark Office ("USPTO") on May 29, 2003, at Reel 2659, Frame 0851;

WHEREAS, Penhall and another Grantor executed a Trademark Security Agreement No. 2 dated November 1, 2005 (the "Second Trademark Security Agreement"), in favor of Collateral Agent, which was recorded in the Assignment Division of the USPTO on November 1, 2005, at Reel 3220, Frame 0811;

WHEREAS, Penhall and other Grantors executed a Trademark Security Agreement dated July 28, 2006 (the "Third Trademark Security Agreement"), in favor of Collateral Agent, which was recorded in the Assignment Division of the USPTO on August 2, 2006, at Reel 3360, Frame 0689;

WHEREAS, Penhall and other Grantors executed the Amended and Restated Trademark Security Agreement dated March 31, 2008 ( the "Amended and Restated Trademark Security Agreement"), in favor of Collateral Agent, which was recorded in the Assignment Division of the USPTO on April 18, 2008, at Reel 3762, Frame 0946;

WHEREAS, Penhall executed a First Supplement to the Amended and Restated Trademark Security Agreement dated June 25, 2010, (the "First Supplement" and together with the First Trademark Security Agreement, Second Trademark Security Agreement, Third Trademark Security Agreement, and the Amended and Restated Trademark Security Agreement, collectively the "Trademark Security Agreements"), in favor of Collateral Agent, which was recorded in the Assignment Division of the USPTO on August 3, 2010, at Reel 4253, Frame 0735 and with the Canadian Intellectual Property Office on August 23, 2010, at File No. 1395664;

WHEREAS, pursuant to the Amended and Restated Security Agreement and the Trademark Security Agreements a security interest (the "Security Interest") was granted by Penhall and other entities to the Collateral Agent in the Trademark Collateral (as defined in the Trademark Security Agreements); and

WHEREAS, Collateral Agent has agreed to terminate and release its Security Interest in the portion of the Trademark Collateral owned by Penhall, including all of its right, title and interest of every kind and nature in those trademarks referred to on Schedule I attached hereto (including all registrations and applications for registration thereof), all goodwill and licenses associated therewith and all products and proceeds of the foregoing (the "Released Trademark Collateral").

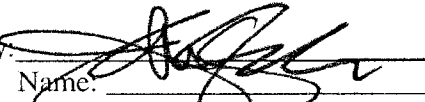
NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Released Trademark Collateral pursuant to the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the Security Interest in the Released Trademark Collateral, and any right, title or interest of the Collateral Agent in such Released Trademark Collateral shall hereby cease and become void. The Trademark Security Agreements shall continue in full force and effect as to all other Trademark Collateral covered therein.

2. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested to effect the release of the Security Interest in the Released Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

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

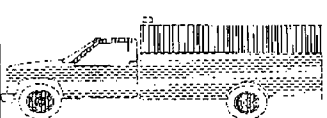
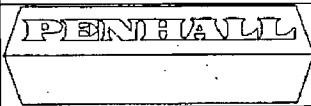




By:   
Name: \_\_\_\_\_  
Duly Authorized **JOHN M. STEIDLE**  
**DULY AUTHORIZED SIGNATORY**

[Signature Page to Partial Termination and Release of Trademark Security Interest]


**TRADEMARK  
REEL: 004438 FRAME: 0877**

**SCHEDULE I  
TO  
PARTIAL TERMINATION AND RELEASE  
OF TRADEMARK SECURITY INTEREST**





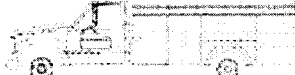
**I. U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS**

TRADEMARK	APP. NO. FILING DATE	REG. NO. REG. DATE	OWNER
	76/404,899 05/09/02	2,824,460 03/23/04	Penhall International Corp.
PENHALL	74/627,098 01/30/95	1,942,840 12/19/95	Penhall International Corp.
	73/733,520 06/10/88	1,527,368 02/28/89	Penhall International Corp.
	76/400,857 4/25/02	2,741,325 7/29/03	Penhall International Corp.
	78/675,323 7/21/05	3,173,543 11/21/06	Penhall International Corp.
PENHALL RENTALS	78/675,251 07/21/05	3,148,104 09/26/06	Penhall International Corp.
	78/675,234 07/21/05	3,148,103 09/26/06	Penhall International Corp.
	75/634,777 02/03/99	2,364,121 07/04/00	Penhall International Corp.

**II. U.S. TRADEMARK AND SERVICE MARK APPLICATIONS**

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

**III. CANADIAN TRADEMARK APPLICATIONS AND REGISTRATIONS**

MARK	APP. NO. FILING DATE	REG. NO. REG. DATE	OWNER
(Design Only) 	1479645 5/4/2010	n/a	Penhall International Corp.
PENHALL BRIDGE RESTORATION SERVICES 	1479643 5/4/2010	n/a	Penhall International Corp.
PENHALL STRUCTURE SCAN	1459183 11/13/2009	TMA777442 9/17/2010	Penhall International Corp.
PENHALL COMPANY 	1395830 5/15/2008	TMA747976 9/17/2009	Penhall International Corp.
PENHALL	1395666 5/14/2008	TMA749831 10/8/2009	Penhall International Corp.
PENHALL PAVEMENT RESTORATION SERVICES 	1479644 5/4/2010	n/a	Penhall International Corp.
(Design Only) 	1395664 5/14/2008	TMA751501 10/28/2009	Penhall International Corp.