

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
New Penhall Acquisition Company		11/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number: (404)572-5134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jhannon@kslaw.com

TRADEMARK

REEL: 004438 FRAME: 0908

900179448

OP \$265.00 78675323

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: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 19, 2010 (this "Agreement") by and among NEW PENHALL ACQUISITION COMPANY, a Delaware corporation ("New Acquisition" or "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, "Creditors").

W I T N E S S E T H:

WHEREAS, pursuant to that Pledge Amendment and Omnibus Joinder Agreement dated November 19, 2010 (the "Joinder Agreement"), Grantor has become a Borrower under that certain Second Amended and Restated 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 "Credit Agreement"), between Penhall Holding Company, a Delaware corporation, Penhall Company, a California Corporation the other Borrowers signatory thereto, the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions who are or hereafter become parties to the Credit Agreement as "Lenders", GE Canada Finance Holding Company, a Nova Scotia unlimited liability company, as Canadian Lender and Canadian L/C Issuer, and Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Borrowers and the other Grantors party thereto executed and delivered to Collateral Agent 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");

WHEREAS, pursuant to the Joinder Agreement, New Acquisition has become a Grantor under the Amended and Restated Security Agreement; and

WHEREAS, pursuant to the Amended and Restated Security Agreement, in order to continue inducing the Creditors to make the Revolving Loans, the 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, 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 Credit Agreement.

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 attached 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 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. COUNTERPARTS

This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

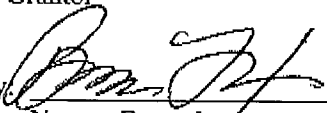
5. GOVERNING LAW

This 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, without regard to conflicts of law principles.

[SIGNATURE PAGES FOLLOW]

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

**NEW PENHALL ACQUISITION
COMPANY,**
as Grantor

By 
Name: Bruce Lux
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

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

Signature Page of Trademark Security Agreement

TRADEMARK
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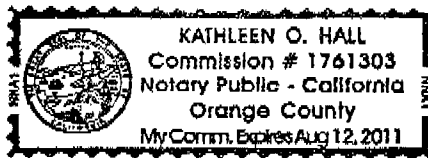
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
) ss.
COUNTY OF Orange)

On this 19th day of November, 2010 before me personally appeared Bruce Lux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of New Penhall Acquisition Company, 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.

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


Notary Public




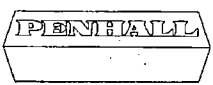
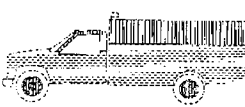



Acknowledgement of Trademark Security Agreement

TRADEMARK
REEL: 004438 FRAME: 0914


**SCHEDULE I
TRADEMARK SECURITY AGREEMENT**

A. U.S. Registered Trademarks


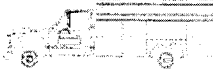
Mark	Serial Number Filing Date	Registration Number Registration Date
	78/675,323 7/21/2005	3,173,543 11/21/2006
PENHALL RENTALS	78/675,251 7/21/2005	3,148,104 9/26/2006
	78/675,234 7/21/2005	3,148,103 9/26/2006
	76/400,857 4/25/2002	2,741,325 7/29/2003
PENHALL	74/627,098 1/30/1995	1,942,840 12/19/1995
	73/733,520 6/10/1988	1,527,368 2/28/1989
	76/404,899 5/9/2002	2,824,460 3/23/2004
	75/634,777 2/3/1999	2,364,121 7/4/2000

B. U.S. Trademark Applications for Registration




Mark	Serial Number Filing Date
PENHALL STRUCTURE SCAN	77/738,634 5/15/2009

Mark	Serial Number Filing Date
	85/007,885 4/6/2010

C. Foreign Registered Trademarks

Mark	Application Number Filing Date	Registration Number Registration Date
PENHALL STRUCTURE SCAN	1459183 11/13/2009	TMA777442 9/17/2010
	1395830 5/15/2008	TMA747976 9/17/2009
PENHALL	1395666 5/14/2008	TMA749831 10/8/2009
	1395664 5/14/2008	TMA751501 10/28/2009

D. Foreign Trademark Applications for Registration

Mark	Application Number Filing Date
	1479645 5/4/2010
PENHALL BRIDGE RESTORATION SERVICES	1479485 5/3/2010
PENHALL PAVEMENT RESTORATION SERVICES	1479483 5/3/2010
	1479643 5/4/2010
	1479644 5/4/2010