

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Civil Constructors Holdings, Inc.		06/29/2011	CORPORATION: DELAWARE
American Civil Constructors, Inc.		06/29/2011	CORPORATION: COLORADO
American Civil Constructors West Coast, Inc.		06/29/2011	CORPORATION: CALIFORNIA
ACC Holdings LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Capital One Leverage Finance Corp.
<b>Street Address:</b>	5420 LBJ Freeway, Suite 630
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75240
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2699627	ACC AMERICAN CIVIL CONSTRUCTORS
Registration Number:	2651630	ACC
Registration Number:	2647529	AMERICAN CIVIL CONSTRUCTORS

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-758-1509  
 Email: vwalker@pattonboggs.com  
 Correspondent Name: Vicky Walker, c/o Patton Boggs LLP  
 Address Line 1: 2000 McKinney Avenue, Suite 1700  
 Address Line 4: Dallas, TEXAS 75201

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	024177.0107
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	08/09/2011
<b>Total Attachments: 13</b> source=ACC Intellectual Property Security Agreement#page1.tif source=ACC Intellectual Property Security Agreement#page2.tif source=ACC Intellectual Property Security Agreement#page3.tif source=ACC Intellectual Property Security Agreement#page4.tif source=ACC Intellectual Property Security Agreement#page5.tif source=ACC Intellectual Property Security Agreement#page6.tif source=ACC Intellectual Property Security Agreement#page7.tif source=ACC Intellectual Property Security Agreement#page8.tif source=ACC Intellectual Property Security Agreement#page9.tif source=ACC Intellectual Property Security Agreement#page10.tif source=ACC Intellectual Property Security Agreement#page11.tif source=ACC Intellectual Property Security Agreement#page12.tif source=ACC Intellectual Property Security Agreement#page13.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of June 29, 2011, by AMERICAN CIVIL CONSTRUCTORS HOLDINGS, INC., a Delaware corporation (“Holdings”), AMERICAN CIVIL CONSTRUCTORS, INC., a Colorado corporation (“ACC”), AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC., a California corporation (“ACC West”; and together with Holdings and ACC, each a “Borrower” and collectively the “Borrowers”), ACC HOLDINGS LLC, a Delaware limited liability company (“Parent,” and together with Borrowers, and including any of their respective successors or permitted assignees, each a “Grantor” and collectively the “Grantors”), in favor of CAPITAL ONE LEVERAGE FINANCE CORP., as a Lender and as agent for the Lenders (in such capacities, “Agent”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, each of the financial institutions from time to time party thereto (individually each a “Lender” and collectively, the “Lenders”) and Agent (as it may be amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to make the Term Loans to the Borrowers; and

**WHEREAS**, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Term Loans to the Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Grantors’ Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Loan Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent’s discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and the Lenders without first obtaining such Grantor’s approval thereof or signature thereto), but after providing notice to Borrowers, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to

delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings to the extent such Grantor has failed to do so under Section 7.1(a) of the Loan Agreement) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, neither Agent nor Lender shall undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent in its Permitted Discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than Unasserted Obligations) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than Unasserted Obligations) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its

lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

AMERICAN CIVIL CONSTRUCTORS HOLDINGS, INC.

By: *Ted W. Beneski*  
Name: Ted W. Beneski  
Title: Chairman of the Board

By: \_\_\_\_\_  
Name: Conner Searcy  
Title: Executive Director

AMERICAN CIVIL CONSTRUCTORS, INC.

By: *Ted W. Beneski*  
Name: Ted W. Beneski  
Title: Chairman of the Board

By: \_\_\_\_\_  
Name: Conner Searcy  
Title: Executive Director

AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC.

By: \_\_\_\_\_  
Name: Victor L. Vescovo  
Title: Chairman of the Board

By: \_\_\_\_\_  
Name: CITRUS ZUGANO  
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

AMERICAN CIVIL CONSTRUCTORS  
HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Ted W. Beneski  
Title: Chairman of the Board


By:   
Name: Conner Searcy  
Title: Executive Director


AMERICAN CIVIL CONSTRUCTORS, INC.

By: \_\_\_\_\_  
Name: Ted W. Beneski  
Title: Chairman of the Board

By:   
Name: Conner Searcy  
Title: Executive Director

AMERICAN CIVIL CONSTRUCTORS WEST  
COAST, INC.

By:   
Name: Victor L. Vescovo  
Title: Chairman of the Board

By:   
Name: CITRUS ZUEARNO  
Title: VICE PRESIDENT



ACC HOLDINGS LLC

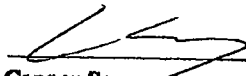
By: *Ted W. Beneski*  
Name: Ted W. Beneski  
Title: Chairman of the Board

By: \_\_\_\_\_  
Name: Conner Searcy  
Title: Executive Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACC HOLDINGS LLC


By: \_\_\_\_\_  
Name: Ted W. Beneski  
Title: Chairman of the Board

By:  \_\_\_\_\_  
Name: Conner Searcy  
Title: Executive Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**AGENT:**

**CAPITAL ONE LEVERAGE FINANCE CORP.**

By:   
Name: Shawn Orgeron  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004600 FRAME: 0594**

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights

None.

Pending Copyright Applications

None.

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents

None.

Pending Patent Applications

None.

**SCHEDULE C**

**TRADEMARK COLLATERAL**

Pending and Registered Trademark Applications

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Mark</u>
Holdings	2699627	3/25/2003	USA	ACC American Civil Constructors and Design
Holdings	2651630	11/19/2002	USA	ACC
Holdings	2647529	11/5/2002	USA	American Civil Constructors

Unregistered Trademarks

None.

**SCHEDULE D**

**DOMAIN NAMES**

accbuilt.com