

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Agricole Corporate and Investment Bank, as Collateral Agent		08/07/2013	Bank France:

RECEIVING PARTY DATA

Name:	Willbros Group, Inc
Street Address:	Plaza 2000 Bldg., 50th St., 8th Fl
City:	Apartado
State/Country:	PANAMA
Postal Code:	6307
Entity Type:	CORPORATION: PANAMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3420027	WILLBROS
Registration Number:	3420028	W WILLBROS

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 713-221-3306
 Email: docketing@bglp.com
 Correspondent Name: Constance G. Rhebergen
 Address Line 1: 711 Louisiana St., Ste. 2300
 Address Line 2: Bracewell & Giuliani LLP
 Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	020379.000036
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DOMESTIC REPRESENTATIVE

OP \$65.00 3420027

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Constrance G. Rhebergen
Signature:	/Constrance G. Rhebergen/
Date:	08/12/2013
Total Attachments: 3 source=Termination and Release of Trademark Security#page1.tif source=Termination and Release of Trademark Security#page2.tif source=Termination and Release of Trademark Security#page3.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST, dated as of August 7, 2013 (this "**Release**"), by CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as Administrative and Collateral Agent and Issuing Bank under the Credit Agreement (as defined below), in favor of the Grantors. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the existing Credit Agreement, the existing Security Agreement or the existing IP Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of June 30, 2010, (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**"), among Willbros United States Holdings, Inc. (the "**Borrower**"), Willbros Group, Inc. (the "**Parent**"), certain Subsidiaries of the Parent party thereto (each such Subsidiary, together with the Parent and the Borrower, each a "**Grantor**" and, collectively, the "**Grantors**"), the several banks and other financial institutions or entities from time to time party thereto (the "**Lenders**"), Crédit Agricole Corporate and Investment Bank, as Administrative Agent, Collateral Agent and Issuing Bank (in such capacity, the "**Collateral Agent**"), UBS Securities LLC, as Syndication Agent and Natixis, The Bank of Nova Scotia and Capital One, N.A., as Co-Documentation Agents, (ii) the Security Agreement dated as of July 1, 2010 (the "**Security Agreement**"), among the Borrower, the Parent, the Grantors and the Collateral Agent, and (iii) the Intellectual Property Security Agreement dated as of July 1, 2010 (the "**IP Security Agreement**") among the Borrower, the Parent, the Grantors and the Collateral Agent (such documents set forth in clauses (i) through (iii) collectively, the "**Security Agreements**").

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in certain intellectual property, including the trademarks and trademark applications of the Grantors set forth on Schedule A hereto (collectively, the "**Trademarks**"), which security interests were recorded with the United States Patent & Trademark Office on (i) July 1, 2010 under Reel/Frame numbers 004235/0734, 004235/0795, 004235/0691, 004235/0782, (ii) July 8, 2010 under Reel/Frame number 004238/0383, and (iii) November 26, 2012 under Reel/Frame number 4906/0673.

WHEREAS, in connection with the payment in full of all Obligations of the Borrower and the other Loan Parties, the termination of the Commitments and the release of security interests under the Security Agreements, the Borrower has informed the Collateral Agent of its desire that the Collateral Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Security Agreements in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates the IP Security Agreement, (ii) terminates, cancels and releases any and all security interests it has in and against the Trademarks and (iii) reassigns all right, title and interest it may have in, to or under the Trademarks, together with the goodwill associated therewith, including without limitation any renewals of any of the foregoing, and any

proceeds of the foregoing, and any claims against third parties for past, present or future infringement or dilution of the Trademarks, to the applicable Grantor.

The Collateral Agent shall take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release at the expense of the Grantors.

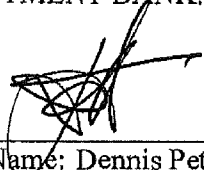
The execution and delivery of this Release and the performance of any actions by the Collateral Agent in accordance with this Release are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK., as Collateral
Agent,

By



Name: Dennis Petito
Title: Managing Director

By



Name: Michael Willis
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK RELEASE]