

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UTILX Corporation		12/15/2014	CORPORATION: DELAWARE
Willbros Group, Inc.		12/15/2014	CORPORATION: DELAWARE
Trafford Corporation		12/15/2014	CORPORATION: PENNSYLVANIA
Willbros Engineers, LLC		12/15/2014	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 South Dearborn St, Floor 7
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3420027	WILLBROS
Registration Number:	3420028	W WILLBROS
Registration Number:	4389164	WILLBROS INTEGRA LINK
Registration Number:	3550647	WINK
Registration Number:	3573136	WINK
Registration Number:	3561558	WINK
Registration Number:	3550648	
Registration Number:	3580983	WINK
Registration Number:	3278487	CABLECURE
Registration Number:	1827730	CABLECURE
Registration Number:	1831785	CABLECURE
Registration Number:	1760783	CABLECURE
Registration Number:	3398205	CABLEWISE
Registration Number:	1484625	FLOWMOLE
Registration Number:	1739206	UTILX
Registration Number:	2122816	RENU

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86222793	CABLECURE
Serial Number:	86208133	CABLEWISE
Serial Number:	86222843	MAXIMUM RELIABILITY AT MINIMUM COST
Serial Number:	86203270	UTILX
Serial Number:	86223510	X

CORRESPONDENCE DATA

Fax Number: 6175269899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082/030
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/16/2014

Total Attachments: 7

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Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 15, 2014 is made by UTILX Corporation, a Delaware corporation, with an address at 22820 Russell Road, Kent, WA, 98032, Willbros Group, Inc., a Delaware corporation, with an address at 4400 Post Oak Parkway, Suite 1000, Houston, TX, 77027, Trafford Corporation, a Pennsylvania corporation, with an address at 350 Presto-Sygan Road, Bridgeville, PA, 15017, and Willbros Engineers, LLC, a Louisiana limited liability company, with an address at 8641 United Plaza Blvd., Suite 204, Baton Rouge, LA 70809 (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., a national banking association with an address at 10 South Dearborn St, Floor 7, Chicago, IL 60603, as Administrative Agent (in such capacity, the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 15, 2014 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the Guarantors, the Lenders, the Administrative Agent and the other agents party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain subsidiaries of the Grantors have executed and delivered a Security Agreement, dated as of December 15, 2014 (as amended and restated from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantors' Obligations, a security interest in all of their right, title and interest in, to and under the Grantors' Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

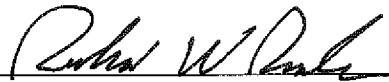
SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A. as Agent for the ABL Secured Parties, JPMorgan Chase Bank, N.A. as Term Loan Agent for the Term Loan Secured Parties, and each of the Grantors (as defined therein) party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.


SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UTILX CORPORATION

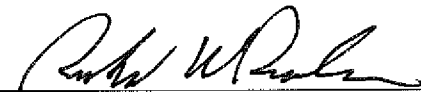
By: 
Name: Richard W. Russler
Title: Treasurer

WILLBROS GROUP, INC
By: 
Name: Richard W. Russler
Title: Treasurer


TRAFFORD CORPORATION

By: 
Name: Richard W. Russler
Title: Treasurer

WILLBROS ENGINEERS, LLC






By: 
Name: Richard W. Russler
Title: Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Stephanie Dikley
Title: AUP

U.S. Trademark Registrations and Applications

Trademarks/Service marks granted by the US Patent and Trademark Office:

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country/Class</u>
Willbros Group, Inc.	WILLBROS	4/29/2008	3,420,027	USA
Willbros Group, Inc.		4/29/2008	3,420,028	USA
Willbros Group, Inc.	WILLBROS INTEGRA LINK	8/20/2013	4,389,164	USA
Willbros Engineers, LLC	WINK	12/23/2008	3,550,647	USA
Willbros Engineers, LLC	 WINK (Flag + WINK)	2/10/2009	3,573,136	USA
Willbros Engineers, LLC	 Wink (Flag + Wink)	1/13/2009	3,561,558	USA
Willbros Engineers, LLC	 (Flag Only)	12/23/2008	3,550,648	USA
Willbros Engineers, LLC	 WINK (WINK under Flag)	2/24/2009	3,580,983	USA



SCHEDULE A

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country/Class</u>
UTILX Corporation	CABLECURE	8/14/2007 Renewal: 8/14/2016	3278487	USA IC1 IC37
UTILX Corporation	CABLECURE & Design	3/22/1994 Renewal: 3/22/2014	1827730	USA IC37
UTILX Corporation	CABLECURE (Stylized Letters)	4/19/1994 Renewal: 4/19/2014	1831785	USA IC1
UTILX Corporation	CABLECURE (Stylized Letters)	3/23/1993 Renewal: 3/23/2023	1760783	USA IC37
UTILX Corporation	CABLEWISE	3/18/2008 Renewal: 3/18/2018	3398205	USA IC42
UTILX Corporation	FLOWMOLE	4/12/1988 Renewal: 4/12/2017	1484625	USA IC37
UTILX Corporation	UTILX	12/8/1992 Renewal: 12/8/2022	1739206	USA IC37
Trafford Corporation	RENU	12/23/1997 Renewal: 12/23/2016	2122816	USA IC37

Trademark Applications filed with US Patent and Trademark Office:

UTILX Corporation	CableCURE ™	3/17/2014 (filed)	86/222793	USA
UTILX Corporation	CableWISE ™	2/28/2014 (filed)	86/208133	USA
UTILX Corporation	MAXIMUM RELIABILITY AT MINIMUM COST	3/17/2014 (filed)	86/222843	USA

SCHEDULE A

UTILX Corporation		2/25/2014 (filed)	86/203270	USA
UTILX Corporation		3/17/2014 (filed)	86/223510	USA

Trademark Licenses

(1) Trademark License Agreement effective as of June 1, 2012, between Dow Corning Corporation and UtilX Corporation.