

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
Penhall Company		05/04/2012	CORPORATION: CALIFORNIA

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: 13

Property Type	Number	Word Mark
Serial Number:	85357589	PENHALL CO. CONCRETE SAWING AND BREAKING... EST. 1957
Serial Number:	85354327	SCAN BEFORE YOU CUT
Serial Number:	85007890	
Serial Number:	85007885	
Serial Number:	78277473	GRAFSCAN
Serial Number:	77959491	PENHALL BRIDGE RESTORATION SERVICES
Serial Number:	77959486	PENHALL PAVEMENT RESTORATION SERVICES
Serial Number:	77959477	PENHALL PAVEMENT RESTORATION SERVICES
Serial Number:	77959464	PENHALL BRIDGE RESTORATION SERVICES
Serial Number:	85508938	PENHALL COMPANY
Serial Number:	85508936	PENHALL COMPANY
Serial Number:	85511331	PENHALL
Serial Number:	77738634	PENHALL STRUCTURE SCAN

CH \$340.00 85357589

CORRESPONDENCE DATA

Fax Number: 4045725134

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

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 30327

ATTORNEY DOCKET NUMBER:	09631.009188
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	05/14/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement dated as of May 4, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Penhall Acquisition Company, a Delaware corporation, Penhall Holding Company, a Delaware corporation, Penhall International Corp., a Delaware corporation ("Penhall International"), Penhall Company, a California corporation, Penhall Investments, Inc., a California corporation, Capitol Drilling Supplies, Inc., an Indiana corporation, Bob Mack Co., Inc., a California corporation, The Graff Company ULC, an Alberta unlimited liability corporation and Concrete Barrier, Inc., a Washington corporation, Penhall International, as Borrower Representative, each other Person party thereto that is designated as a "Credit Party", GE Capital, as US L/C Issuer, Agent for the several financial institutions from time to time party thereto as lenders or letter of credit issuers (collectively, the "Lenders" and individually each a "Lender"), as Collateral Agent and for itself as a Lender (including as Swingline Lender), GE Canada Finance Holding Company, a Nova Scotia unlimited liability company, as Canadian L/C Issuer and for itself as a Lender, Wells Fargo Bank, N.A., as US L/C Issuer, Co-Collateral Agent and as a Lender, and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security 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.

[SIGNATURE PAGES FOLLOW]

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

PENHALL COMPANY,
as Grantor

By: 

Name: Bruce Lux

Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004779 FRAME: 0556

ACCEPTED AND AGREED
as of the date first above written:

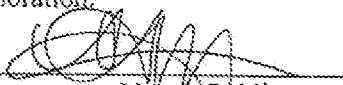
GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: ~~KEVIN DEPLE~~
Title: Is Duly Authorized Signatory

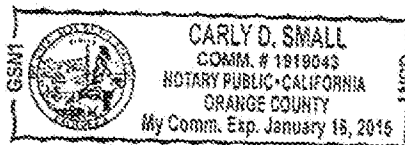
ACKNOWLEDGMENT OF GRANTOR

State of California)
County of Orange) ss.

On this 2nd day of May, 2012 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 Penhall Company, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.







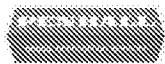




Notary Public




[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Country	Registration Number	Registration Date	App. Ser. No.	Owner
	USA	4,110,465	3/6/2012	85/357,589	Penhall Company
SCAN BEFORE YOU CUT	USA	4,096,111	2/7/2012	85/354,327	Penhall Company
	USA	4,039,285	10/11/2011	85/007,890	Penhall Company
	USA	3,879,502	11/23/2010	85/007,885	Penhall Company
GRAFSCAN	USA	2,966,285	7/12/2005	78/277,473	Penhall Company
PENHALL BRIDGE RESTORATION SERVICES	USA	3,926,894	3/1/2011	77/959,491	Penhall Company
PENHALL PAVEMENT RESTORATION SERVICES	USA	3,929,995	3/8/2011	77/959,486	Penhall Company
	USA	3,909,291	1/8/2011	77/959,477	Penhall Company
	USA	3,909,290	1/8/2011	77/959,464	Penhall Company
	Canada	TMA808505	10/6/2011	1,479,645	Penhall Company
PENHALL	Canada	TMA749831	10/8/2009	1,395,666	Penhall Company
	Canada	TMA810173	10/25/2011	1,479,643	Penhall Company
	Canada	TMA747976	9/17/2009	1,395,830	Penhall Company
PENHALL PAVEMENT RESTORATION SERVICES	Canada	TMA818286	2/23/2012	1,479,483	Penhall Company
	Canada	TMA810175	10/25/2011	1,479,644	Penhall Company

Mark	Country	Registration Number	Registration Date	App. Ser. No.	Owner
PENHALL STRUCTURE SCAN	Canada	TMA777442	9/17/2010	1,459,183	Penhall Company
	Canada	TMA751501	10/28/2009	1,395,664	Penhall Company

2. TRADEMARK APPLICATIONS

Mark	Country	App. Ser. No.	Filing Date	Owner
	USA	85/508,938	1/4/2012	Penhall Company
PENHALL COMPANY	USA	85/508,936	1/4/2012	Penhall Company
PENHALL	USA	85/511,331	1/8/2012	Penhall Company
PENHALL STRUCTURE SCAN	USA	77/738,634	5/15/2009	Penhall Company
PENHALL	Canada	1,568,151	3/9/2012	Penhall Company
PENHALL BRIDGE RESTORATION SERVICES	Canada	1,479,485	5/3/2010	Penhall Company
PENHALL CO. CONCRETE SAWING AND BREAKING	Canada	1,534,271	7/4/2011	Penhall Company
PENHALL COMPANY	Canada	1,567,659	3/7/2012	Penhall Company
	Canada	1,567,895	3/8/2012	Penhall Company
SCAN BEFORE YOU CUT	Canada	1,534,274	7/4/2011	Penhall Company

3. IP LICENSES

None