

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Snelson Companies, Inc.		01/31/2013	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85720241	BUILDING THE INFRASTRUCTURE THAT MOVES ENERGY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2148558200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2148558000		
Email:	candersen@fulbright.com		
Correspondent Name:	Erin B. Frazier		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	Dallas, TEXAS 75201-2784		
ATTORNEY DOCKET NUMBER:	11213661		
NAME OF SUBMITTER:	Chris Andersen		
Signature:	/chris andersen/		

OP \$40.00 85720241

Date:

02/13/2013

**Total Attachments: 7**

source=IP Security Agreement#page1.tif

source=IP Security Agreement#page2.tif

source=IP Security Agreement#page3.tif

source=IP Security Agreement#page4.tif

source=IP Security Agreement#page5.tif

source=IP Security Agreement#page6.tif

source=IP Security Agreement#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of January 31, 2013, by SOUTHEAST DIRECTIONAL DRILLING, LLC, a Minnesota limited liability company, and SNELSON COMPANIES, INC., a Washington corporation (collectively, the "Grantors"), for the benefit of BANK OF AMERICA, N.A., as agent (in such capacity, "Agent") for itself and for the benefit of the other Secured Parties (defined below).

WITNESSETH:

WHEREAS, PLH INFRASTRUCTURE SERVICES, INC., a Delaware corporation (the "Company"), the Grantors and certain other subsidiaries of the Company, as borrowers, each lender from time to time party thereto (collectively the "Lenders"), and Agent have entered into that certain Loan and Security Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Loan Agreement", all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Loan Agreement); and

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities for the perfection of the Secured Parties' interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt payment and performance of all Obligations, each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

- d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. The security interest granted pursuant to this Agreement has been granted, and the Agreement entered into, in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

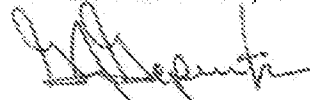
IN WITNESS WHEREOF, the Grantors and Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

**SOUTHEAST DIRECTIONAL DRILLING,  
INC.**


By:   
Name: Mark Crowson  
Title: Chief Executive Officer

**SNELSON COMPANIES, INC.**

By:   
Name: Greg Gapinski  
Title: President

**AGENT:**

**BANK OF AMERICA, N.A.**

By:   
Name: Mark Porter  
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 004962 FRAME: 0072**

## Schedule A

### *Patents*

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Remote Controlled Vehicle	Southeast Directional Drilling, LLC	Published	12/898,148 Pub No.: US 2012/0083944 A1	Published Date 4/5/12
Reamer and Methods for Directional Drilling	Southeast Directional Drilling, LLC	Issued	12/767,085 Pub. No.: US 7,958,950 B2 Patent No. 7,958,950	Issued Date 6/14/11
Reamer and Methods for Directional Drilling	Southeast Directional Drilling, LLC	Issued	12/187,521 Pub No.: US 7,730,969 B2 Patent No. 7,730,969	Issued Date 6/8/10
Reamer and Methods for Directional Drilling	Southeast Directional Drilling, LLC	Issued	12/788,654 Patent No. 8,281,876	Issued Date 10/9/12
Reamer and Methods for Directional Drilling	Southeast Directional Drilling, LLC	Pending	61/076,298	Filed 6/7/08
Mobile Self-Erecting Directional Drilling Rig Apparatus	Southeast Directional Drilling, LLC	Issued	12/783,943 Pub. No.: US2010- 0224381-A1 Patent No. 8,087,473	Issued Date 1/3/12
Mobile Self-Erecting Directional Drilling Rig Apparatus	Southeast Directional Drilling, LLC	Issued	11/774,365 Pub. No.: 2009- 00008110 A1 Patent No. 7,748,471	Issued Date 7/6/10

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Mobile Self-Erecting Directional Drilling Rig Apparatus	Southeast Directional Drilling, LLC	Pending	2,635,503	Filed 6/20/08
Pipe Retriever	Southeast Directional Drilling, LLC	Pending	13,595,279	8/27/12
Casing Puller	Southeast Directional Drilling, LLC	Proposed	TO BE FILED	



**Schedule B**

*Trademarks*

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./App No.</u>	<u>Registration Date</u>
BUILDING THE INFRASTRUCTURE THAT MOVES ENERGY	Snelson Companies, Inc.	Application filed 9/4/12	Serial No. 85720241	9/4/12