

03-13-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Perini Corporation 2.19.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet National Bank, as Agent
Internal Address: MA DE 10007F
Street Address: 100 Federal Street
City: Boston State: MA Zip: 02110
Individual(s) citizenship
Association National Banking Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 1/23/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 73535413, 73536311
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Matthew P. Doring, Esquire
Internal Address:
Street Address: 28 State Street
City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature:
Matthew P. Doring, Esquire
Name of Person Signing
Signature
Date: January 25, 2002

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03/13/2002 GT0N11 00000014 73535413

01 FC:481
02 FC:482

40.00 DP
25.00 DP

TRADEMARK
REEL: 002459 FRAME: 0435

COLLATERAL ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, the signatory hereto (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the USPTO (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of January 23, 2002 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereafter referred to as the "Security Agreement"), in favor of Fleet National Bank, as Agent (the "Assignee");

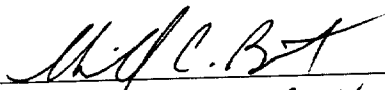
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the trademarks together with, among other things, the good-will of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby pledge and assign to the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

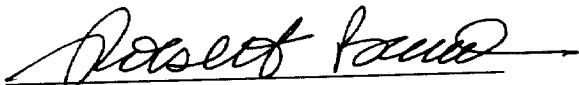
The Assignor does hereby further acknowledge and affirm that the terms and conditions of the Assignee's security interest and the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

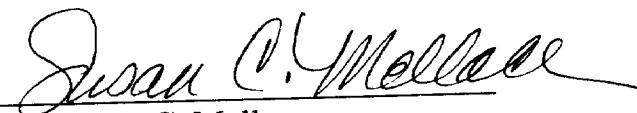
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 23, 2002.

WITNESSED AS TO BOTH  
SIGNATURES:

  
\_\_\_\_\_  
*Michael C. Betts*  
Print/Type Full Name

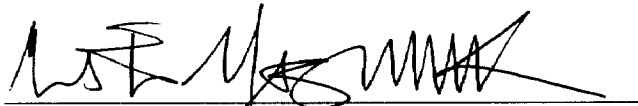
ASSIGNOR:  
PERINI CORPORATION

By:   
\_\_\_\_\_  
Robert Band  
President and Chief Operating Officer

By:   
\_\_\_\_\_  
Susan C. Mellace  
Vice President and Treasurer

STATE OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

On this 23<sup>rd</sup> day of January, 2002, before me personally came Robert Band, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President and Chief Operating Officer of the corporation designated as an "Assignor" on the foregoing instrument, and that he executed the foregoing instrument in the firm name of such corporation, and that he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.



Notary Public

LAUREE E. MANSOUR

Print Name

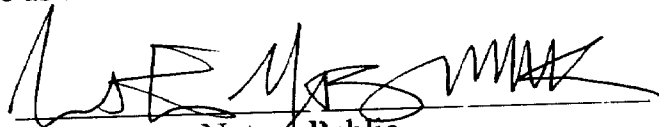
My Commission Expires: **Lauree E. Mansour**  
**NOTARY PUBLIC**

My commission expires July 28, 2006

[SEAL]

STATE OF MASSACHUSETTS  
ss.:  
COUNTY OF SUFFOLK

On this 23<sup>rd</sup> day of January, 2002, before me personally came Susan C. Mellace, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is the Vice President and Treasurer of the corporation designated as an "Assignor" on the foregoing instrument, and that she executed the foregoing instrument in the firm name of such corporation, and that she had authority to sign the same, and s/he acknowledged to me that she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.



Notary Public

LAUREE E. MANSOUR  
Print Name **NOTARY PUBLIC**

My Commission Expires: My commission expires July 28, 2006

[SEAL]

SCHEDULE 1A TO COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration or Serial No.</b>	<b>Date of Registration</b>
Perini	USPTO	73535413	9/1/92
Perini	USPTO	73536311	9/1/92