

02-24-2003

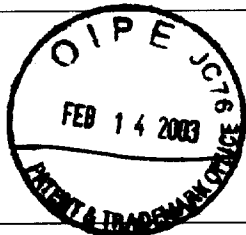


ER SHEET

Y Attorney Docket No.: 057818-0001-0001

102370797

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



1. Name of conveying party(ies):

UGTI  
a California corporation

2. Name and address of receiving party(ies):

CapitalSource Finance LLC  
4445 Willard Avenue, 12th Floor  
Chevy Chase, Maryland 20815

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other:

Execution Date: December 6, 2002

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: a Delaware limited liability company

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes;  No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration Nos.:

~~1,551,530~~  
1,755,865  
2,083,838

5. Name and address of party to whom correspondence document should be mailed:

Cathleen F. Baraloto, Paralegal  
Attn: TMSU  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, D.C. 20004

Telephone: 202-739-5399  
Facsimile: 202-739-3001  
E-Mail: cbaraloto@morganlewis.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00  
2 x \$25.00 = \$ 50.00  
Total \$ 90.00

Authorized to be charged to deposit account

8. Deposit account number: 13-4520

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cathleen F. Baraloto  
Name of Person Signing

Signature

February 14, 2003  
Date

Total number of pages including cover sheet, attachments and document: 9

OMB No. 0651-0011 (exp. 4/94)

~~02/21/2003 ECOOPER 00000185 1351530~~

01 FC:0521  
02 FC:0522

40.00 GP  
50.00 GP

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of December 6, 2002, by each of UTILIQUEST HOLDINGS CORP., a Delaware corporation, UTILIQUEST, LLC, a Georgia limited liability company, and UGTI, a California corporation (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit

of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as “**Intellectual Property Collateral**”):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; all renewals, reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UTILIQUEST HOLDINGS CORP.**

By: \_\_\_\_\_  
Name: *John O'Brien*  
Title: *CFO*

**UTILIQUEST, LLC**

By: \_\_\_\_\_  
Name: *John O'Brien*  
Title: *CFO*

**UGTI**

By: \_\_\_\_\_  
Name: *John O'Brien*  
Title: *CFO*

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

**UTILIQUEST HOLDINGS CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**UTILIQUEST, LLC**

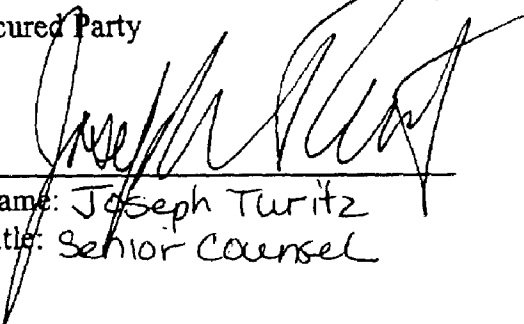
By: \_\_\_\_\_  
Name:  
Title:

**UGTI**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

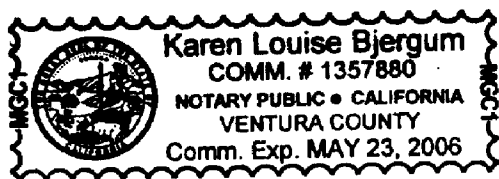
**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By:   
Name: Joseph Turitz  
Title: Senior Counsel

ACKNOWLEDGEMENT OF GRANTORS

State of *California* )  
County of *Ventura* ) ss.

On this *25* day of *November*, 2002 before me personally appeared *John O'Brien*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **UTILIQUEST HOLDINGS CORP.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

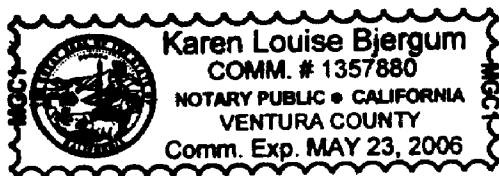


*Karen Louise Bjergum*  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

State of *California* )  
County of *Ventura* ) ss.

On this 25 day of November, 2002 before me personally appeared John O'Brien, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **UTILIQUEST, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



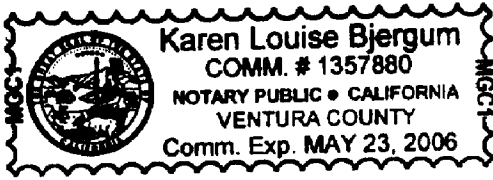
*Karen Louise Bjergum*  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

State of *California* )  
County of *Ventura* ) ss.

On this 15 day of November, 2002 before me personally appeared John O'Brien, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of UGTI, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

*Karen Louise Bjergum*  
Notary Public





**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

UtiliQuest Holdings Corp.:

None.

UtiliQuest, LLC:

Pending trademark application for the mark UTILIQUEST (Number 75-721,074) that was filed on June 3, 1999.

UGTI:

UTI Logo

Underground Technology Inc.