

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 International Corp.		07/28/2006	CORPORATION: ARIZONA
Penhall Company		07/28/2006	CORPORATION: CALIFORNIA
Bob Mack Company, Inc.		07/28/2006	CORPORATION: CALIFORNIA
Capitol Drilling Supplies, Inc.		07/28/2006	CORPORATION: INDIANA
YDD Holdings, Inc.		07/28/2006	CORPORATION: DELAWARE
Penhall Investments, Inc.		07/28/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation in its capacity as Agent
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2824460	
Registration Number:	2741325	PENHALL COMPANY
Registration Number:	2340631	PERFORMANCE SAWING & BREAKING
Registration Number:	2364121	PHOENIX CONCRETE CUTTING
Registration Number:	1942840	PENHALL
Registration Number:	1527368	PENHALL
Registration Number:	1521560	PENHALL
Serial Number:	78675323	PENHALL COMPANY
Serial Number:	78675251	PENHALL RENTALS
Serial Number:	78675234	PENHALL RENTALS

CH \$265.00 2824460

CORRESPONDENCE DATA

Fax Number: (404)572-5134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.572.4691

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding - 34th Floor

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009096
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	08/02/2006

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2006 (this "**Trademark Security Agreement**") by and among PENHALL INTERNATIONAL CORP., an Arizona corporation ("**Holdings**"), PENHALL COMPANY, a California corporation ("**Penhall Company**"), BOB MACK CO., INC., a California corporation ("**Bob Mack**"), CAPITOL DRILLING SUPPLIES, INC., an Indiana corporation ("**Capitol**"), YDD Holdings, Inc., a Delaware corporation ("**YDD**"), PENHALL INVESTMENTS, INC., a California corporation ("**Penhall Investments**" and together with Holdings, Penhall Company, Bob Mack, Capitol and YDD, each referred to herein individually as "**Grantor**" and collectively as "**Grantors**"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "**Agent**") for itself and Lenders from time to time party to the Credit Agreement defined below ("**Lenders**").

WITNESSETH:

WHEREAS:

- (A) Grantors have entered into a Credit Agreement dated July 28, 2006 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") by and among Holdings, Penhall Company, Bob Mack and Capitol, as Borrowers (each a "**Borrower**" and collectively, the "**Borrowers**"), Penhall Investments and YDD as credit parties (the "**Credit Parties**"), the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time as lenders (the "**Lenders**"), and General Electric Capital Corporation as initial L/C Issuer, Lender and Agent for the Lenders, pursuant to which, among other things, Lenders have agreed to make a certain revolving credit facility available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Grantors have entered into a Security Agreement dated as of July 28, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**") by and among Borrowers, Credit Parties and Agent. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

To secure the payment of the Obligations and all present and future obligations of the Grantors (all such Obligations and other secured obligations, the “**Secured Obligations**”) each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of its Trademarks and Trademark Licenses to which any Grantor is a party including those referred to on Schedule 1 hereto but in no event any intent to use applications relating to Trademarks; *provided* that Trademark Licenses in which such Grantor is the licensee shall not be considered Trademark Collateral if prohibited by the instrument governing the Trademark License;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any 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.

3. **SECURITY AGREEMENT**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **SECURITY INTEREST**

Each Grantor hereby grants to the Agent, for itself and for the ratable benefit of the Lenders a Lien upon all of its respective right, title and interest in, to and under the Trademark Collateral as collateral security for the payment and performance of the Obligations.

5. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of July __, 2006.

PENHALL INTERNATIONAL CORP.,
as a Grantor

By: John Sawyer
Name:
Title:

PENHALL COMPANY,
as a Grantor

By: John Sawyer
Name:
Title:

BOB MACK CO., INC.,
as a Grantor

By: John Sawyer
Name:
Title:

CAPTIOL DRILLING SUPPLIES, INC.,
as a Grantor

By: John Sawyer
Name:
Title:

YDD HOLDINGS, INC.,
as a Grantor

By: John Sawyer
Name:
Title:

PENHALL INVESTMENTS, INC.,
as a Grantor

By: John Sawyer
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

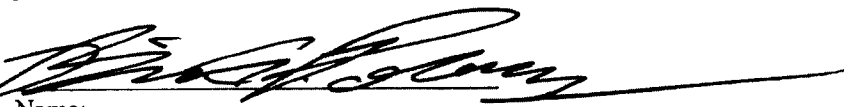
Signature Page to Trademark Security Agreement

PENHALL INVESTMENTS, INC.,
as a Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name:
Title:

BRIANA A. POLOMSKY
DULY AUTHORIZED SIGNATORY

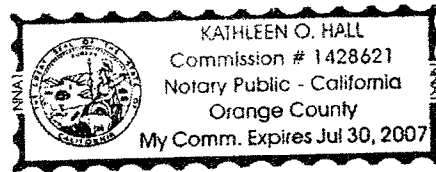
Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)

On this ___ day of July, 2006 before me personally appeared John Sawyer proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Penhall Investments, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

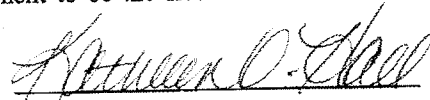
Kathleen O. Hall
Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)

On this ___ day of July, 2006 before me personally appeared John Sawyer, 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/she 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/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

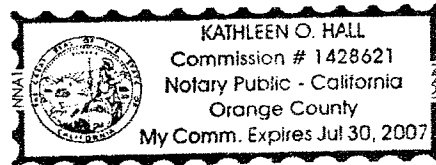


ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)

On this ___ day of July, 2006 before me personally appeared John Sawyer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of YDD Holdings, Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

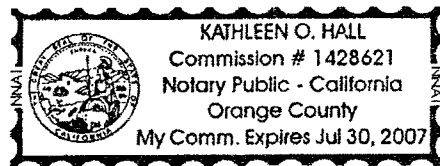


ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)

On this ___ day of July, 2006 before me personally appeared John Sawyer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bob Mack Co., Inc., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

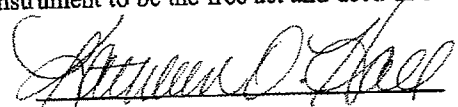

Notary Public

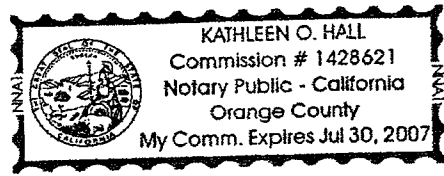


ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)

On this ___ day of July, 2006 before me personally appeared John Sawyer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Penhall International Corp., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK	REG. NUMBER	REG. DATE
(Design only)	2,824,460	3/23/2004
PENHALL COMPANY (and Design)	2,741,325	7/29/2003
PERFORMANCE SAWING & BREAKING (and Design)	2,340,631	4/11/2000
PHOENIX CONCRETE CUTTING (and Design)	2,364,121	7/04/2000
PENHALL	1,942,840	12/19/95
PENHALL (and Design)	1,527,368	2/28/89
PENHALL (and Design)	1,521,560	1/24/89
SUPERIOR CONCRETE CUTTING	n/a	5/11/2005

**SCHEDULE I – CONTINUED
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS**

TRADEMARK APPLICATION SERIAL NUMBER	TRADEMARK	REG. NUMBER	FILING DATE
78/675,323	PENHALL COMPANY (and Design)	N/A	7/21/2005
78/675,251	PENHALL RENTALS	N/A	7/21/2005
78/675,234	PENHALL RENTALS (and Design)	N/A	7/21/2005

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