

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEW PENHALL ACQUISITION COMPANY		12/21/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PENHALL INTERNATIONAL CORP.
<b>Street Address:</b>	1801 Penhall Way
<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92803
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3173543	PENHALL COMPANY
Registration Number:	3148104	PENHALL RENTALS
Registration Number:	3148103	PENHALL RENTALS
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:	77738634	PENHALL STRUCTURE SCAN
Registration Number:	2741325	PENHALL COMPANY
Registration Number:	1942840	PENHALL
Registration Number:	1527368	PENHALL
Serial Number:	85007885	
Serial Number:	85007890	
Registration Number:	2824460	

OP \$390.00 3173543

Registration Number:	2364121	PHOENIX CONCRETE CUTTING
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**CORRESPONDENCE DATA**

Fax Number: (310)824-5555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 310-824-5555  
Email: docketla@fulpat.com, aharvey@fulpat.com  
Correspondent Name: FULWIDER PATTON LLP  
Address Line 1: 6060 Center Drive  
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Address Line 4: Los Angeles, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER:	PENHA-85514
NAME OF SUBMITTER:	Stephen J. Strauss
Signature:	/Stephen J. Strauss/
Date:	12/27/2010

**Total Attachments: 5**  
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## ASSIGNMENT

THIS TRADEMARK/SERVICE MARK ASSIGNMENT (the "Assignment"), made and entered into as of the last date of execution by the parties hereto (the "Effective Date") is by and between NEW PENHALL ACQUISITION COMPANY, a Delaware corporation having a business address located at 1801 Penhall Way, Anaheim, California 92803 ("NEW PENHALL") and PENHALL INTERNATIONAL CORP., an Arizona corporation having a business address at 1801 Penhall Way, Anaheim, California 92803 ("PENHALL").

WHEREAS, NEW PENHALL is the owner, by assignment, of the trademarks and service marks set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office (collectively, the "Assigned Marks"); and

WHEREAS, PENHALL desires to acquire NEW PENHALL's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. NEW PENHALL does hereby convey, transfer, assign and deliver to PENHALL, free and clear of all Liens, (i) all of NEW PENHALL's right, title and interest in and to the Assigned Marks, including the registrations and applications for registration thereof, together with all the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held, used and enjoyed by PENHALL, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by NEW PENHALL if this Assignment had not been made.

2. NEW PENHALL shall, and shall cause its Affiliates to, execute and deliver, without consideration, such documents as PENHALL may reasonably request, and take any and all other actions necessary, proper or advisable to more effectively convey, transfer and assign to PENHALL (or to more effectively record or evidence the same) the Assigned Marks.

3. NEW PENHALL hereby authorizes and requests that the United States Patent and Trademark Office and the Canadian Intellectual Property Office record this Assignment.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed entirely within that state.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

NEW PENHALL ACQUISITION COMPANY

By: *Kathy Hall*  
Name: Kathy Hall  
Title: Secretary

ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Orange

To wit: I, Carly Small, a notary public in and for the State and County aforesaid, do certify that Kathy Hall, whose name, as Secretary of New Penhall Acquisition Company, is signed to the writing above, bearing the date on the day of 12/22/10 has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 22nd day of Dec., 2010.

My term of office expires on the 16 day of January, 2011






Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

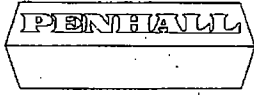


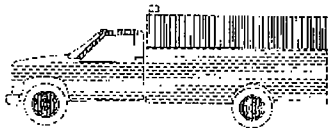


I certify under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.




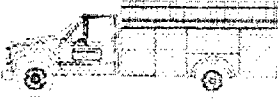
*[Signature]*  
(Notary Public)



**SCHEDULE A**

Jurisdiction	Mark	Serial/Application Number	Registration Number
United States		78/675,323	3,173,543
United States	PENHALL RENTALS	78/675,251	3,148,104
United States		78/675,234	3,148,103
United States	PENHALL BRIDGE RESTORATION SERVICES	77/959,491	n/a
United States	PENHALL PAVEMENT RESTORATION SERVICES	77/959,486	n/a
United States		77/959,477	n/a
United States		77/959,464	n/a
United States	PENHALL STRUCTURE SCAN	77/738,634	n/a
United States		76/400,857	2,741,325

Jurisdiction	Mark	Serial/Application Number	Registration Number
United States	PENHALL	74/627,098	1,942,840
United States		73/733,520	1,527,368
United States		85/007,885	n/a
United States		85/007,890	n/a
United States		76/404,899	2,824,460
United States		75/634,777	2,364,121
Canada		1479645	n/a

Jurisdiction	Mark	Serial/Application Number	Registration Number
Canada	PENHALL BRIDGE RESTORATION SERVICES	1479485	n/a
Canada	PENHALL PAVEMENT RESTORATION SERVICES	1479483	n/a
Canada		1479643	n/a
Canada	PENHALL STRUCTURE SCAN	1459183	TMA777442
Canada		1459183	TMA747976
Canada	PENHALL	1395666	TMA749831
Canada		1479644	n/a
Canada		1395664	TMA751501

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