

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
Willbros Group, Inc.		08/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street, 11th Floor
Internal Address:	TX1-492-11-23
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3420027	WILLBROS
Registration Number:	3420028	W WILLBROS
Registration Number:	3550647	WINK
Registration Number:	3573136	WINK
Registration Number:	3561558	WINK
Registration Number:	3550648	
Registration Number:	3580983	WINK
Registration Number:	3278487	CABLECURE
Registration Number:	1827730	CABLECURE
Registration Number:	1831785	CABLECURE
Registration Number:	1760783	CABLECURE
Registration Number:	3398205	CABLEWISE
Registration Number:	1484625	FLOWMOLE

OP \$415.00 3420027

Registration Number:	1739206	UTILX
Registration Number:	2122816	RENU
Serial Number:	85619741	WILLBROS INTEGRA LINK

**CORRESPONDENCE DATA**

Fax Number: 2149997919

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-220-7919

Email: jucooper@velaw.com

Correspondent Name: Julie H Cooper

Address Line 1: 2001 Ross Avenue, Suite 3700

Address Line 2: c/o Vinson & Elkins LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	BAN177/81008
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NAME OF SUBMITTER:	Julie H. Cooper
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Signature:	/Julie H. Cooper/
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Date:	08/20/2013
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT dated as of August 7, 2013 (this "Agreement"), among Willbros Group, Inc., a Delaware corporation (the "Parent"), the subsidiaries of the Parent listed on the signature pages hereto (together with the Parent, the "Grantors") and Bank of America, N.A. ("BAML"), as Agent.

Reference is made to the Loan, Security and Guaranty Agreement dated as of August 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among certain Subsidiaries of the Parent, as U.S. Borrowers (the "U.S. Borrowers"), Willbros Construction Services (Canada), L.P., as Canadian Borrower (together with the U.S. Borrowers, the "Borrowers"), Parent and certain Subsidiaries of the Parent, as Grantors, certain financial institutions, as Lenders (the "Lenders"), and BAML, as Agent (the "Agent").

The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are Borrowers or Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"), other than any such assets that constitute Excluded Property:

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among BAML, as Agent for the ABL Secured Parties, JPMorgan Chase Bank, N.A., as Term Loan Agent for the Term Loan Secured Parties, and each of the Grantors (as defined therein) party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

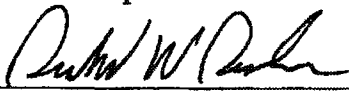
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**WILLBROS GROUP, INC.**, a Delaware Corporation

**WILLBROS ENGINEERS, LLC**, a Louisiana Limited Liability Company

**UTILX CORPORATION**, a Delaware Corporation

**TRAFFORD CORPORATION**, a Pennsylvania Corporation

By:   
Name: Richard W. Russler  
Title: Treasurer of each of the above listed entities

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

By: \_\_\_\_\_  
Name: Laura Wieland  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**WILLBROS GROUP, INC.**, a Delaware corporation

**WILLBROS ENGINEERS, LLC**, a Louisiana limited liability company

**UTILX CORPORATION**, a Delaware corporation

**TRAFFORD CORPORATION**, a Pennsylvania corporation

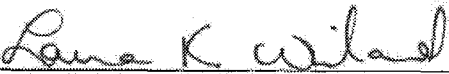
By: \_\_\_\_\_

Name: Richard W. Russler

Title: Treasurer of each of the above listed entities

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

By: \_\_\_\_\_








Name: Laura K. Wieland

Title: Vice President

SCHEDULE I

Trademarks

Trademarks/Service marks granted by the US Patent and Trademark Office:

<u>Registered Owner</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country/Class</u>
Willbros Group, Inc.	WILLBROS	4/29/2008	3,420,027	USA
Willbros Group, Inc.		4/29/2008	3,420,028	USA
Wink Companies, LLC, now known as Willbros Engineers, LLC	WINK	12/23/2008	3,550,647	USA
Wink Companies, LLC, now known as Willbros Engineers, LLC	 WINK (Flag + WINK)	2/10/2009	3,573,136	USA
Wink Companies, LLC, now known as Willbros Engineers, LLC	 Wink (Flag + Wink)	1/13/2009	3,561,558	USA
Wink Companies, LLC, now known as Willbros Engineers, LLC	 (Flag Only)	12/23/2008	3,550,648	USA
Wink Companies, LLC, now known as Willbros Engineers, LLC	 WINK (WINK under Flag)	2/24/2009	3,580,983	USA
UTILX Corporation	CABLECURE	8/14/2007 Renewal: 8/14/2016	3278487	USA IC1 IC37
UTILX Corporation	CABLECURE & Design	3/22/1994 Renewal: 3/22/2014	1827730	USA IC37
UTILX Corporation	CABLECURE (Stylized Letters)	4/19/1994 Renewal: 4/19/2014	1831785	USA IC1
UTILX Corporation	CABLECURE (Stylized Letters)	3/23/1993 Renewal: 3/23/2023	1760783	USA IC37

UTILX Corporation	CABLEWISE	3/18/2008 Renewal: 3/18/2018	3398205	USA IC42
UTILX Corporation	FLOWMOLE	4/12/1988 Renewal: 4/12/2017	1484625	USA IC37
UTILX Corporation	UTILX	12/8/1992 Renewal: 12/8/2022	1739206	USA IC37
Trafford Corporation	RENU	12/23/1997 Renewal: 12/23/2016	2122816	USA IC37

Trademark Applications filed with US Patent and Trademark Office:

<u>Applicant</u>	<u>Mark</u>	<u>Date of Filing</u>	<u>Registration Number</u>	<u>Country/Class</u>
Willbros Group, Inc.	WILLBROS INTEGRA LINK	5/8/2012 (filed)	85/619,741	USA

Trademarks/Service marks granted by the Canadian Intellectual Property Office:

<u>Mark/Name/SN/RN</u>	<u>Status/Key Dates</u>	<u>Owner</u>
UTILX RN: 430127 AN: 0686010	Canada Registered Last Status Received: Registered  Filed: July 17, 1991	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 424056 AN: 0686399	Canada Registered Last Status Received: Registered  Filed: July 22, 1991	UTILX CORPORATION 21409 - 72ND AVENUE, SOUTH KENT, WASHINGTON, US Federal
CABLECURE RN: 400573 AN: 0677617	Canada Registered Last Status Received: Registered  Filed: March 12, 1991	UTILX CORPORATION 21409-72ND AVENUE, SOUTH KENT, WASHINGTON, US Federal
CABLEWISE	Canada Registered	UTILX Corporation 22820 Russell Road Kent, WA 98032, US



Mark/Name/SN/RN	Status/Key Dates	Owner
RN: 762880 AN: 1379774	Last Status Received: Registered  Filed: January 18, 2008	Federal
CABLECURE  RN: 739844 AN: 1341832	Canada Registered Last Status Received: Registered  Filed: April 2, 2007	UTILX Corporation 22820 Russell Road Kent, WA 98032, US Federal

Trademark Applications filed with the Canadian Intellectual Property Office:

None.