

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utilx Corporation		01/07/2015	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: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86222793	CABLECURE	
Serial Number:	86208133	CABLEWISE	
Serial Number:	86222843	MAXIMUM RELIABILITY AT MINIMUM COST	
Serial Number:	86203270	UTILX	
Serial Number:	86223510	X	
CORRESPONDENCE DATA			
Fax Number:	7136155803		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	BAN177/81008		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	01/08/2015		

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Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of January 7, 2015 (this "Agreement"), among UTILX CORPORATION, a Delaware corporation (the "Grantor"), and Bank of America, N.A. ("BAML"), as Agent.

Pursuant to the Loan, Security and Guaranty Agreement dated as of August 7, 2013 (as amended or otherwise modified by that certain First Amendment dated as of August 30, 2013, that certain Second Amendment dated April 1, 2014, that certain Extension and Waiver Agreement dated as of December 1, 2014 and that certain Third Amendment dated as of December 15, 2014, the "Loan Agreement"), among certain Subsidiaries of Willbros Group, Inc., a Delaware corporation (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 Guarantors, certain financial institutions, as Lenders (the "Lenders"), and BAML, as Agent ("Agent"), the Grantor is required to grant a security interest to Agent, for the benefit of the Secured Parties, in its Trademark Collateral (as defined below) other than any such assets that constitute Excluded Property.

The Parent, certain of its Subsidiaries, including, without limitation, the Grantor, and Agent entered into that certain Trademark Security Agreement dated as of August 7, 2013 (the "Existing Trademark Security Agreement"), pursuant to which the Parent and such Subsidiaries granted to Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral described therein. Since the date of the Existing Trademark Security Agreement, the Grantor has acquired additional Trademark Collateral described on Schedule 1 hereto. 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, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to 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 the Grantor or in, to or under which the 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the other Secured Parties 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.

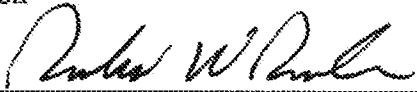
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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.

UTILX CORPORATION, a Delaware corporation

By: 
Name: Richard W. Russler
Title: Treasurer

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Laura Parrish
Title: Vice President

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

UTILX CORPORATION, a Delaware corporation

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Agent

By: *Laura K. Parrish*
Name: Laura Parrish
Title: Vice President

SCHEDULE I

Trademarks

Trademark Applications filed with US Patent and Trademark Office:

UTILX Corporation	CableGURE*	3/17/2014 (filed)	86/222793	USA
UTILX Corporation	CableWISE*	2/28/2014 (filed)	86/208133	USA
UTILX Corporation	MAXIMUM RELIABILITY AT MINIMUM COST	3/17/2014 (filed)	86/222843	USA
UTILX Corporation	UtilX	2/25/2014 (filed)	86/203270	USA
UTILX Corporation	X	3/17/2014 (filed)	86/223510	USA