

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/21/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION, ILLINOIS <i>Limited Partnership, Delaware</i>

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2966285	GRAFSCAN
Registration Number:	4249081	PENHALL
Registration Number:	1527368	PENHALL
Registration Number:	1942840	PENHALL
Registration Number:	3909290	PENHALL BRIDGE RESTORATION SERVICES
Registration Number:	3926894	PENHALL BRIDGE RESTORATION SERVICES
Registration Number:	4110465	PENHALL CO. CONCRETE SAWING AND BREAKING
Registration Number:	4281689	PENHALL COMPANY
Registration Number:	4220982	PENHALL COMPANY
Registration Number:	2741325	PENHALL COMPANY
Registration Number:	3173543	PENHALL COMPANY
Registration Number:	3909291	PENHALL PAVEMENT RESTORATION SERVICES
Registration Number:	3929995	PENHALL PAVEMENT RESTORATION SERVICES
Registration Number:	3148103	PENHALL RENTALS
Registration Number:	3148104	PENHALL RENTALS
Registration Number:	2364121	PHOENIX CONCRETE CUTTING
Registration Number:	4096111	SCAN BEFORE YOU CUT
Registration Number:	3879502	
Registration Number:	4039285	

OP \$540.00 2966285

Date:	08/21/2015
Total Attachments: 3 source=Zulip Certificate of Merger#page1.tif source=Zulip Certificate of Merger#page2.tif source=Zulip Certificate of Merger#page3.tif	
RECEIPT INFORMATION	
ETAS ID:	TM352195
Receipt Date:	08/21/2015
Fee Amount:	\$40

Property Type	Number	Word Mark
Registration Number:	2824460	
Serial Number:	77738634	PENHALL STRUCTURE SCAN
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ssexton@kslaw.com	
Correspondent Name:	King & Spalding	
Address Line 1:	1180 Peachtree Street NE	
Address Line 4:	Atlanta, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	09636.015105	
NAME OF SUBMITTER:	Sally Sexton	
SIGNATURE:	/sallysexton/	
DATE SIGNED:	08/21/2015	
Total Attachments: 7 source=Penhall#page1.tif source=Penhall#page2.tif source=Penhall#page3.tif source=Penhall#page4.tif source=Penhall#page5.tif source=Penhall#page6.tif source=Penhall#page7.tif		

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Penhall Company and New Penhall Acquisition Company, each as a “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

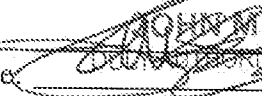
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: JOHN M. STEIDLE
Title: DULY AUTHORIZED SIGNATORY
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP


By: 
Name: JOHN M. STEIDLE
Title: DULY AUTHORIZED SIGNATORY

EXHIBIT A

Copyright Security Agreement dated as of November 19, 2010 and filed with the United States Copyright Office on December 28, 2010 in Volume 3599, Document 169.

Trademark Security Agreement dated as of May 4, 2012 and filed with the United States Patent and Trademark Office on May 4, 2012 at Reel 4779, Frame 0551.



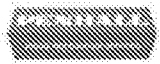




Trademark Security Agreement dated as of December 21, 2010 and filed with the United States Patent and Trademark Office on December 27, 2010 at Reel 4441, Frame 0508.




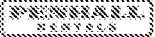


Canadian Trademark Security Agreement placed on file, 24 February 2011, to General Electric Capital Corporation; File No. 1395664






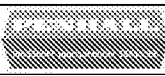

Canadian Trademark Security Agreement placed on file 30 April 2008, to General Electric Capital Corporation; File No. 1170264

EXHIBIT B



Registered Trademarks

Mark	Country	Registration Number	Registration Date	App. Ser. No.	Owner
GRAFSCAN	RN: 2966285 SN: 78277473	July 22, 2003	July 12, 2005	Penhall Company	Renewed July 12, 2015
PENHALL 	RN: 4249081 SN: 85511331	January 8, 2012	November 27, 2012	Penhall Company	Registered November 27, 2012
PENHALL and Design 	RN: 1527368 SN: 73733520	June 10, 1988	February 28, 1989	Penhall Company	Renewed February 28, 2009
PENHALL	RN: 1942840 SN: 74627098	January 30, 1995	December 19, 1995	Penhall Company	Renewed December 19, 2005
PENHALL BRIDGE RESTORATION SERVICES and Design 	RN: 3909290 SN: 77959464	March 15, 2010	January 18, 2011	Penhall Company	Registered January 18, 2011
PENHALL BRIDGE RESTORATION SERVICES 	RN: 3926894 SN: 77959491	March 15, 2010	March 1, 2011	Penhall Company	Registered March 1, 2011
PENHALL CO. CONCRETE SAWING AND BREAKING... EST. 1957 and Design 	RN: 4110465 SN: 85357589	June 27, 2011	March 6, 2012	Penhall Company	Registered Supplemental Register March 6, 2012
PENHALL COMPANY 	RN: 4281689 SN: 85508936	January 4, 2012	January 29, 2013	Penhall Company	Registered January 29, 2013
PENHALL COMPANY and Design 	RN: 4220982 SN: 85508938	January 4, 2012	October 9, 2012	Penhall Company	Registered October 9, 2012

Mark	Country	Registration Number	Registration Date	App. Ser. No.	Owner
PENHALL COMPANY and Design 	RN: 2741325 SN: 76400857	April 25, 2002	July 29, 2003	Penhall Company	Renewed July 29, 2013
PENHALL COMPANY and Design 	RN: 3173543 SN: 78675323	July 21, 2005	November 21, 2006	Penhall Company	Registered March 22, 2012
PENHALL PAVEMENT RESTORATION SERVICES and Design 	RN: 3909291 SN: 77959477	March 15, 2010	January 18, 2011	Penhall Company	Registered January 18, 2011
PENHALL PAVEMENT RESTORATION SERVICES	RN: 3929995 SN: 77959486	March 15, 2010	March 8, 2011	Penhall Company	Registered March 8, 2011
PENHALL RENTALS and Design 	RN: 3148103 SN: 78675234	July 21, 2005	September 26, 2006	Penhall Company	Registered 8 & 15 December 20, 2011
PENHALL RENTALS PENHALL RENTALS	RN: 3148104 SN: 78675251	July 21, 2005	September 26, 2006	Penhall Company	Registered 8 & 15 December 20, 2011
PHOENIX CONCRETE CUTTING and Design 	RN: 2364121 SN: 75634777	February 3, 1999	July 4, 2000	Penhall Company	Renewed July 4, 2010
SCAN BEFORE YOU CUT SCAN BEFORE YOU CUT	RN: 4096111 SN: 85354327	June 23, 2011	February 7, 2012	Penhall Company	Registered February 7, 2012
Design Only 	RN: 3879502 SN: 85007885	April 6, 2010	November 23, 2010	Penhall Company	Registered November 23, 2010

Mark	Country	Registration Number	Registration Date	App. Ser. No.	Owner
Design Only 	RN: 4039285 SN: 85007890	April 6, 2010	October 11, 2011	Penhall Company	Registered October 11, 2011
Design Only 	RN: 2824460 SN: 76404899	May 9, 2002	March 23, 2004	Penhall Company	Renewed March 23, 2014
	Canada	TMA808505	10/6/2011	1,479,645	Penhall Company
PENHALL	Canada	TMA749831	10/8/2009	1,395,666	Penhall Company
	Canada	TMA810173	10/25/2011	1,479,643	Penhall Company
	Canada	TMA747976	9/17/2009	1,395,830	Penhall Company
PENHALL PAVEMENT RESTORATION SERVICES	Canada	TMA818286	2/23/2012	1,479,483	Penhall Company
	Canada	TMA810175	10/25/2011	1,479,644	Penhall Company
PENHALL STRUCTURE SCAN	Canada	TMA777442	9/17/2010	1,459,183	Penhall Company
	Canada	TMA751501	10/28/2009	1,395,664	Penhall Company

Trademark Applications

Mark	Country	App. Ser. No.	Filing Date	Owner
PENHALL STRUCTURE SCAN	USA	77/738,634	5/15/2009	Penhall Company
PENHALL	Canada	1,568,151	3/9/2012	Penhall Company
PENHALL BRIDGE RESTORATION SERVICES	Canada	1,479,485	5/3/2010	Penhall Company
	Canada	1,534,271	7/4/2011	Penhall Company
PENHALL COMPANY	Canada	1,567,659	3/7/2012	Penhall Company
	Canada	1,567,895	3/8/2012	Penhall Company
SCAN BEFORE YOU CUT	Canada	1,534,274	7/4/2011	Penhall Company

Copyrights

Title	Copyright Number	Owner
Tuffy Drawing	VA0001714610	Penhall Company
Penhall Company Tuffy Decal	VAau001033528	New Penhall Acquisition Company

Assignment of Intellectual Property Security Agreement

RECORDED: 08/21/2015

TRADEMARK
REEL: 005607 FRAME: 0321