

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		12/15/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	UTILX Corporation		
Street Address:	22820 Russell Road		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	CORPORATION: DELAWARE		
Name:	Willbros Group, Inc.		
Street Address:	4400 Post Oak Parkway, Suite 1000		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: DELAWARE		
Name:	Trafford Corporation		
Street Address:	350 Presto-Sygan Road		
City:	Bridgeville		
State/Country:	PENNSYLVANIA		
Postal Code:	15017		
Entity Type:	CORPORATION: PENNSYLVANIA		
Name:	Willbros Engineers, LLC		
Street Address:	8641 United Plaza Blvd., Suite 204		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70809		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 16			

CH \$415.00 3420027

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

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082/030
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/16/2014

Total Attachments: 5

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST, dated as of December 15, 2014 (this "**Release**"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent under the Credit Agreement (as defined below), in favor of the Grantors (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the existing Credit Agreement, the existing Security Agreement or the existing Trademark Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of August 7, 2013, (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**"), among Willbros Group, Inc. (the "**Borrower**"), certain Subsidiaries of the Borrower party thereto (each such Subsidiary, together with the Borrower, a "**Grantor**" and, collectively, the "**Grantors**"), the lenders from time to time party thereto (the "**Lenders**") and JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, the "**Administrative Agent**"), (ii) the Security Agreement dated as of August 7, 2013 (the "**Security Agreement**"), among the Borrower, the other Grantors party thereto and the Administrative Agent, and (iii) the Grant of Security Interest in Trademark Rights dated as of August 7, 2013 (the "**Trademark Security Agreement**") among the Borrower, the other Grantors party thereto and the Administrative Agent (such documents set forth in clauses (i) through (iii) collectively, the "**Security Agreements**").

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in certain intellectual property, including the trademarks and trademark applications of the Grantors set forth on Schedule A hereto (collectively, the "**Trademarks**"), which security interests were recorded with the United States Patent & Trademark Office on October 29, 2013 under Reel/Frame number 5141/0222.

WHEREAS, in connection with the payment in full of all Obligations of the Borrower and the other Loan Parties, the termination of the Commitments and the release of security interests under the Security Agreements, the Borrower has informed the Administrative Agent of its desire that the Administrative Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Security Agreements in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has in and against the Trademarks and (iii) reassigns all right, title and interest it may have in, to or under the Trademarks, together with the goodwill associated therewith, including without limitation any renewals of any of the foregoing, and any proceeds of the foregoing, and any claims against third parties for past, present or future infringement or dilution of the Trademarks, to the applicable Grantor.

The Administrative Agent shall take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release at the expense of the Grantors.

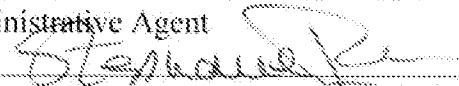
The execution and delivery of this Release and the performance of any actions by the Administrative Agent in accordance with this Release are made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party.

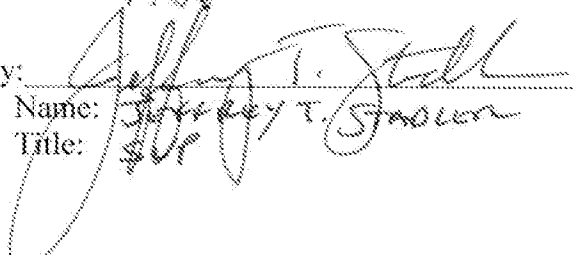
THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.






JPMORGAN CHASE BANK, N.A., as
Administrative Agent


By: 
Name: Stephanie Lickens
Title: AVP

By: 
Name: Jeffrey T. Stollen
Title: SVP

Schedule A to the
Termination and Release of
Trademark Security Interest

U.S. Trademark Registrations and Applications

<u>Applicant or Registrant</u>	<u>Mark</u>	<u>Application or Registration No.</u>
Willbros Group, Inc.	WILLBROS	3,420,027
Willbros Group, Inc.	 WILLBROS AND DESIGN	3,420,028
Willbros Engineers, LLC, formerly known as Wink Companies, LLC,	WINK	3,550,647
Willbros Engineers, LLC, formerly known as Wink Companies, LLC	 WINK AND DESIGN	3,573,136
Willbros Engineers, LLC, formerly known as Wink Companies, LLC	 WINK AND DESIGN	3,561,558
Willbros Engineers, LLC, formerly known as Wink Companies, LLC	 DESIGN ONLY	3,550,648
Willbros Engineers, LLC, formerly known as Wink Companies, LLC	 WINK AND DESIGN	3,580,983
UTILX Corporation	CABLECURE	3278487
UTILX Corporation	CABLECURE AND Design	1827730
UTILX Corporation	CABLECURE	1831785
UTILX Corporation	CABLECURE	1760783
UTILX Corporation	CABLEWISE	3398205
UTILX Corporation	FLOWMOLE	1484625
UTILX Corporation	UTILX	1739206

<u>Applicant or Registrant</u>	<u>Mark</u>	<u>Application or Registration No.</u>
Willbros Group, Inc.	WILLBROS	3,420,027
Willbros Group, Inc.	 WILLBROS AND DESIGN	3,420,028
Trafford Corporation	RENU	2122816
Willbros Group, Inc.	WILLBROS INTEGRA LINK	85/619,741

Trademark Licenses

(1) Trademark License Agreement effective as of June 1, 2012 between Dow Corning Corporation and UTILX Corporation.