

12-15-1998



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RECORDATION FORM COVER SHEET **TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): DAMES & MOORE GROUP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 31, 1998

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address: _____

Street Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York corporation
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Continuation of Item Four from Recordation Cover Sheet

B. Trademark Registration No.(s) see attached Continuation of Item Four from Recordation Cover Sheet

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington Avenue

12/11/1998 DNGUYEN 00000078 75187283

01 FC:481

40.00 DP

02 FC:482

1200.00 DP

City: New YorkState: New York ZIP: 10017

6. Total number of applications and registrations involved: _____

49

7. Total fee (37 CFR 3.41): _____ \$1,240

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq.

Name of Person Signing

Lori E. Lesser

Signature

12-7-98

Date

Total number of pages comprising cover sheet: _____

4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 1824 FRAME: 0130

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

AMAN ENVIRONMENTAL CONSTRUCTION, INC. (CA Corporation)

BOVAY NORTHWEST, INC. (WA Corporation)

BRW GROUP, INC. (DE Corporation)

BRW/HAZELET & ERDAL OF MICHIGAN, INC. (MI Corporation)

BRW/HAZELET & ERDAL OF OHIO, INC. (OH Corporation)

CLEVELAND WRECKING COMPANY (CA Corporation)

COLOR CAVE, INC. (CA Corporation)

CONTRACTING RESOURCES INTERNATIONAL, INC. (DE Corporation)

DM INVESTORS, INC. (DE Corporation)

DAMES & MOORE AMERICA, L.P. (CA Corporation)

DAMES & MOORE FOREIGN BRANCH OPERATIONS, INC. (DE Corporation)

DAMES & MOORE GROUP (NY), INC. (NY Corporation)

DAMES & MOORE, INC. (DE Corporation)

DAMES & MOORE SERVICING COMPANY (CA Corporation)

DAMES & MOORE VENTURES (CA Corporation)

DECISIONQUEST INC. (CA Corporation)

DQ SQUARED, INC. (CA Corporation)

FOURTH DIMENSION INTERACTIVE, INC. (DE Corporation)

O'BRIEN-KREITZBERG INC. (CA Corporation)

RADIAN ACQUISITION CORP. (DE Corporation)

SIGNET TESTING LABORATORIES, INC. (DE Corporation)

SRA TECHNOLOGIES, INC. (DC Corporation)

WALK, HAYDEL & ASSOCIATES, INC. (LA Corporation)

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET:**DAMES & MOORE GROUP U.S. TRADEMARKS**

Mark	Registration/ Application No.
ANALYTICAL REFLECTIONS	75/187,283
NEWSFLASK & Design	75/187,282
LAP-XM	75/381,402
GASSORB	75/381,403
SYNGYP	75/406,826
RADIAN INTERNATIONAL	75/432,110
RADIAN INTERNATIONAL & Design	75/432,109
RADIAN INTERNATIONAL	75/432,106
RADIAN INTERNATIONAL & Design	75/432,111
RADIAN INTERNATIONAL	75/432,131
RADIAN INTERNATIONAL & Design	75/432,123
RADIAN INTERNATIONAL	75/432,127
RADIAN INTERNATIONAL & Design	75/432,128
RADIAN INTERNATIONAL	75/432,126
RADIAN INTERNATIONAL & Design	75/432,129
RADIAN INTERNATIONAL	75/432,672
RADIAN INTERNATIONAL & Design	75/429,671
RADIAN INTERNATIONAL	75/432,130
RADIAN INTERNATIONAL & Design	75/429,702
RADIAN INTERNATIONAL	75/429,700
RADIAN INTERNATIONAL & Design	75/429,673
RADIAN INTERNATIONAL SOFTWARE	75/437,021
HEP	75/459,969
CAPSONDE	1,339,032
CHARM	1,377,052
CLASS (design)	1,852,946
ECHOSONDE	1,093,013

Mark	Registration/ Application No.
EDMS	1,820,457
FFMS	1,852,916
LAP	1,894,542
LAP (Design)	1,859,118
MICATS	2,136,165
MICATS	2,136,166
R-EDMS	1,924,482
R-FDMS	1,866,270
R-RMB	2,021,141
RADIAN CORPORATION & Design	1,910,584
RADIAN CORPORATION & Design	1,905,424
RADIAN CORPORATION & Design	1,980,617
RADIAN CORPORATION & Design	2,080,562
RELATE	1,206,037
RULEMASTER	1,355,140
SNAP-N-SHOOT	1,881,075
SNAP-N-SHOOT	1,881,267
SNAP-N-SHOOT STANDARDS & Design	1,865,127
SNAP-N-SHOOT STANDARDS & Design	1,866,269
SORBATHENE	1,535,181
TECHNOLOGY AT WORK	1,760,799
WIM-1	1,133,011

GUARANTEE AND COLLATERAL AGREEMENT

made by

DAMES & MOORE GROUP

and certain of its Subsidiaries

in favor of

**CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent**

Dated as of July 31, 1998

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SCHEDULES

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of July 31, 1998, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Canadian Imperial Bank of Commerce, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 31, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dames & Moore Group (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC:

Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Foreign Subsidiary": any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States,

multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to the Parent or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of any Investment Property.

"Lender Hedge Agreements": all swaps, caps or collar agreements or similar arrangements entered into by the Borrower with any Lender (or any Affiliate of any Lender) providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Material Contract": any contract under which any Grantor has agreed to perform services or sell goods for an aggregate purchase price in excess of \$500,000.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

"Unmatured Surviving Obligation" means, as of any date, any Borrower Obligation which is contingent and unliquidated and not due and owing on such date and which pursuant to provisions of the Credit Agreement survives termination of the Credit Agreement and the repayment of the Loans and Reimbursement Obligations.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this

Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations

up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the

Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent located at 425 Lexington Avenue, New York, New York 10017.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Issuing Lender and the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (1) all Accounts;
- (2) all Chattel Paper;
- (3) all Deposit Accounts;
- (4) all Documents;
- (5) all Equipment;
- (6) all General Intangibles;
- (7) all Instruments;
- (8) all Intellectual Property;
- (9) all Inventory;
- (10) all Investment Property;
- (11) all other property not otherwise described above;

(12) all books and records pertaining to the Collateral; and

(13) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Issuing Lender and the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon the filing of the UCC-1 financial statements and other documents delivered to the Administrative Agent on the date hereof, and the delivery to the Administrative Agent of the certificates representing all the shares of the Pledged Stock, will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Issuing Lender and the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law.

4.3 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.4 Inventory and Equipment. Except for locations with less than \$100,000 of Inventory and Equipment, on the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting

Stock, if less, 66% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any material Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) Except as set forth on a schedule to be delivered to the Administrative Agent on or before August 14, 1998, none of the obligors on any Receivables arising under a Material Contract in existence on the date hereof is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.8 Intellectual Property. (a) Schedule 6 lists all material Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and, to the knowledge of the Responsible Officers of the Borrower, does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the material Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of the Responsible Officers of the Borrower, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any material Intellectual Property or such Grantor's ownership interest therein, or (ii) which could reasonably be expected to have a material adverse effect on the value of any material Intellectual Property.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations (other than Unmatured Surviving Obligations) shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any material amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as are usually insured against in the same general area by companies engaged in the same or a similar business and (ii) to the extent requested by the Administrative Agent, insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such insurance to be in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be,

all material taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.4 Maintenance of Perfected Security Interest: Further Documentation. (a)

Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit Inventory or Equipment with an aggregate value in excess of \$100,000 to be kept at a location other than those listed on Schedule 5;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder;

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby; and

(c) its entering into a Material Contract with any Governmental Authority, including all information necessary to enable the Administrative Agent to complete such filings and notices as are necessary or appropriate to maintain and perfect the Lien created hereby on such Material Contract (including all information necessary, where relevant, to comply with the requirements of the Federal Assignment of Claims Act).

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any non-cash proceeds paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any

stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction permitted pursuant to the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) except as permitted pursuant to the Credit Agreement, enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its then current line as reflected in its then current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Issuing Lender and the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if any Responsible Officer knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify

obligors on the Receivables that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Issuing Lender and the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other

designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise its rights under this Section 6.4, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a

secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given in writing at least 10 days before such sale or other disposition.

6.7 Waiver, Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with

full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (i) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (v) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (vi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (vii) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term

or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (viii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue, and in accordance with the provisions, hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their

officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with subsection 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in subsection 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one

occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery and administration of this Agreement to the extent the Borrower would be required to do so pursuant to subsection 10.5 of the Credit Agreement. Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the enforcement of this Agreement to the extent the Borrower would be required to do so pursuant to subsection 10.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or

indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender then due and payable hereunder and claims then due and payable of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to subsection 6.10 of the Credit Agreement shall

become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Unmatured Surviving Obligations) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least five Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor, together with a certification by the Borrower briefly describing such transaction and stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

AMAN ENVIRONMENTAL CONSTRUCTION,
INC.

By: MAA

Name:

Title:

BOVAY NORTHWEST, INC.

By: W A M
Name:
Title:

BRW GROUP, INC.

By: M1 a 14

Name:

Title:

015571'0309'02316'987LKR2R.GUA

TRADEMARK
REEL: 1824 FRAME: 0167

BRW HAZELET & ERDAL OF MICHIGAN,
INC.

By: MAH
Name:
Title:

By: MA A Sh
Name:
Title:

CLEVELAND WRECKING COMPANY

By: W J A M
Name:
Title:

COLOR CAVE, INC.

By: MA a 89
Name:
Title:

CONTRACTING RESOURCES
INTERNATIONAL, INC.

By: 271 a 14
Name:
Title:

DM INVESTORS, INC.

By: Mr. A. M.
Name:
Title:

By: MM A 14
Name:
Title:

DAMES & MOORE FOREIGN BRANCH
OPERATIONS, INC.

By: MAA
Name:
Title:

DAMES & MOORE GROUP (NY) INC.

By: Mark A. Snell
Name: Mark A. Snell
Title: Chief Financial Officer

DAMES & MOORE, INC.

By: Mr. A. M.
Name:
Title:

DAMES & MOORE SERVICING COMPANY

By: MA G M
Name:
Title:

DAMES & MOORE VENTURES

By: MAA
Name:
Title:

DECISIONQUEST INC.

By: Mr. G. Smith
Name:
Title:

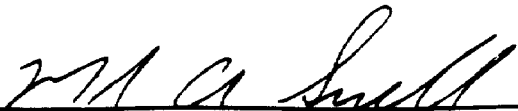
DQ SQUARED, INC.

By: Mr. A. Smith
Name:
Title:

FOURTH DIMENSION INTERACTIVE, INC.

By: Mr. A. Smith
Name:
Title:

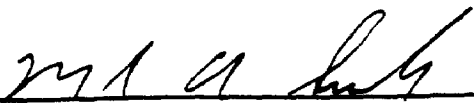
O'BRIEN-KREITZBERG INC.

By: 
Name:
Title:

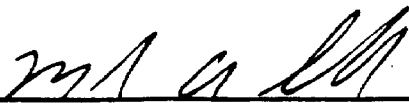
RADIAN ACQUISITION CORP.

By: MA A Smith
Name:
Title:

SIGNET TESTING LABORATORIES, INC.

By: 
Name:
Title:

SRA TECHNOLOGIES, INC.

By: 
Name: Mark A. Snell
Title: Chief Financial Officer

By: Mark A. Snell

Name: Mark A. Snell

Title: Chief Financial Officer

Acknowledged and Accepted:

CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent

By: William J. Kish
Name:
Title:

SCHEDULE 1

NOTICE ADDRESS OF GUARANTORS

Dames & Moore Group

**911 Wilshire Boulevard, Suite 700
Los Angeles, California
90017**

LA_DCS0244231.1

(THU) 7.30.98 8:14/ST. 8:11/NO.4261911080 P 13

#0

FROM LATHAM & WATKINS

**TRADEMARK
REEL: 1824 FRAME: 0189**

SCHEDULE 2**DESCRIPTION OF INVESTMENT PROPERTY****Dames & Moore Group and Subsidiaries****Pledged Stock and Partnership Interests:**

<u>Issuer</u>	<u>Class</u>	<u>Certificate #</u>	<u>No. of Shares</u>
Aman Environmental Construction, Inc.	Common	1	3,000
Bovay Northwest	Common	31	1,095
BRW Group, Inc.			
BRW/Hazelet & Erdal of Ohio, Inc.	Common		
BRW/Hazelet & Erdal of Michigan, Inc.			
Cleveland Wrecking Company	Common	1	100
Color Cave, Inc.			
Contracting Resources International, Inc.	Common	1	100
DM Investors, Inc.	Common	2	1,000
Dames & Moore America, L.P.			
Dames & Moore Foreign Branch Operations, Inc.	Common	1	1,000
Dames & Moore Group (NY), Inc.			
Dames & Moore Group, Ohio			
Dames & Moore, Inc.	Common	1	1,000
Dames & Moore Servicing Company	Common	1	1,000
Dames & Moore Ventures	Common	1	1,000
DecisionQuest, Inc.			
DQ Squared, Inc.			
Fourth Dimension Interactive, Inc.	Common	1	100
O'Brien-Kreitzberg Inc.	Common	1	12,000
Signet Testing Laboratories, Inc.			
SOV Acquisition Corp.			
SRA Technologies, Inc.			
Walk, Haydel & Associates, Inc.	Common	23	200
Radian Acquisition Corp.	Common	1	1,000
Radian International LLC			
AACM Central Europe Limited			
Ashact, Dames & Moore Ltd.			
Ashact Projects Ltd.			
Bureau veer Milieumanagement BV			
Chiyoda-Dames & Moore Co., Ltd			
Dames & Moore Argentina S.A.			

Issuer	Class	Certificate #	No. of Shares
Dames & Moore B.V.			
Dames & Moore (BVI) Ltd.			
Dames & Moore, Canada			
Dames & Moore Chile Ltd.			
Dames & Moore Foreign Sales			
Dames & Moore GmbH & Co. KG			
Dames & Moore Iberia SA			
Dames & Moore International SRL (Italy)			
Dames & Moore International SRL (Venezuela)			
Dames & Moore (Malaysia) Sdn Bhd			
Dames & Moore Puerto Rico			
Dames & Moore Pty. Ltd.			
Dames & Moore SRL			
Dames & Moore Singapore			
Dames & Moore Thailand			
Dames & Moore United Kingdom			
Food & Agriculture International Ltd.			
Forestry Technical Services PTY Limited			
Hardcastle & Richards			
HDML Pty. Ltd.			
Hollingsworth Dames & Moore (PNG) Pty. Ltd.			
International Agriculture Pty. LTD			
LeProvost Dames & Moore			
Norecol, Dames & Moore, Inc.			
O'Brien Kreitzberg Ltd.			
Professional Insurance Limited		16	120,000
PT Dames & Moore Indonesia			
Reverse Engineering Ltd	Ordinary	13	60,000
Saudi Arabian Dames & Moore.			
Amoco Remediation Management Services Corporation	Common	A4	111
Chemfix Technologies, Inc.	Common	01655	35625
Gold Hill Mesa Joint Venture LLC	Units	8	50,000

Pledged Notes

Issuer	Payer	Principal Amount
The R.E.M. Engineering Company	Dames & Moore, Inc.	\$300,000.00
Gold Hill Mesa Joint Venture, LLC	Dames & Moore Ventures	\$2,300,000.00

SCHEDULE 2**DESCRIPTION OF INVESTMENT PROPERTY****Radian International LLC and Subsidiaries****Pledged Stock and Partnership Interests:**

Issuer	Class	Certificate #	No. of Shares
Ecobalance, Inc.			
Radian Ceramic Developments Corporation			
Radian Engineering, Inc.			
Radian International Overseas Management Company			
Radian International (Texas) Corporation			
Amoco Environmental Services Company (9.9%)			
Radian D-Tech Inc. (51%)			
Corporacion Radian, S.A. de C.V.			
Radian (HK) Limited			
Radian International Canada Inc.			
Radian International N.V.			
Radian International PTY LTD			
Radian International S.A.			
Radian S.E.A. Limited			
Rhosman International Ltd.			
Tecnologias y Servicios Ambientales Tesam S.A.			

Pledged Notes

Issuer	Payer	Principal Amount
None		

SCHEDULE 3
Dames & Moore Group
FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

<u>Entity</u>	<u>Jurisdiction</u>
Aman	California
Bovay	Oregon Washington
BRW	Arizona California Colorado Delaware Florida Illinois Indiana Minnesota New Jersey Oregon Texas Utah Washington Wisconsin
BRW (Michigan)	Kentucky (Jefferson County) Minnesota
CWC	California
Color Cave	California
CRC	California
DM Investors	California
D&M America	California
D&M Foreign	California
D&M Group	California Colorado Delaware

D&M Inc

Alabama
Alaska
Arizona
California
Colorado
D.C.
Connecticut
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Kansas
Kentucky
(McCracken County)
Maine
Maryland
Michigan
Minnesota
Missouri
North Carolina
• County of
Mecklenburg
Nebraska
Nevada
New Hampshire
• Town of Salem
New Jersey
New Mexico
New York
Ohio
Oklahoma
Oregon
Pennsylvania
South Carolina
Tennessee
Texas
Utah
Virginia
• Richmond
West Virginia
Washington
Wisconsin

D&M (NY)

New York

- County of New York

D&M Servicing

California
Colorado
Illinois
Texas
Washington

D&M Ventures

California

DecisionQuest

California
D.C.
Florida
Georgia
Illinois
Massachusetts
• Town of Newton
Centre
New York
• County of New York
Texas

DQ Squared

California

Fourth Dimension

California

O'Brien (Dom)

Arizona
California
Colorado
Florida
Georgia
Hawaii
Illinois
Louisiana (East
Baton Rouge Parish)
Massachusetts
• Town of Boston
Michigan
Missouri
• County of Saint
Louis City

New Jersey
New York
• County of New
York
Ohio
• County of
Cuyahoga
Oklahoma
Oregon
Pennsylvania
• County of
Allegheny
Texas
Utah
Virginia
• Richmond
Washington

Radian Acquisition

California

Signet

California

SRA

Maryland
North Carolina
• County of
Durham
Virginia
• County of Fairfax

Walk

Alabama
Arkansas
• County of Pulaski
Louisiana (Orleans
Parish)
Mississippi
• County of Hinds
New Jersey
Pennsylvania
• County of
Delaware

Patent Filings

Patent Nos.

5,660,007

5,480,260

5,076,360

4,149,407

3,967,451

3,966,539

3,956,059

SCHEDULE 4**LOCATION OF JURISDICTION OF ORGANIZATION AND
CHIEF EXECUTIVE OFFICE****Dames & Moore Group**

SUBSIDIARY	JURISDICTION OF FORMATION	CHIEF EXECUTIVE OFFICE
1. Aman Environmental Construction, Inc.	California	614 E. Edna Place Covina, CA 91723
2. Bovay Northwest	Washington	East 808 Sprague Avenue Spokane, WA 99202
3. BRW Group, Inc.	Delaware	700 Third Street South Minneapolis, MN 55415
4. BRW/Hazelet & Erdal of Michigan, Inc.	Michigan	700 Third Street South Minneapolis, MN 55415
5. BRW/Hazelet & Erdal of Ohio, Inc.	Ohio	700 Third Street South Minneapolis, MN 55415
6. Cleveland Wrecking Company	California	P.O. Box 4866 Covina, CA 91723
7. Color Cave, Inc.	California	2050 W. 190th St., Suite 205 Torrance, CA 90504
8. Contracting Resources International, Inc.	Delaware	614 E. Edna Place Covina, CA 91723
9. DM Investors, Inc.	Delaware	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
10. Dames & Moore America, L.P.	California	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
11. Dames & Moore Foreign Branch Operations, Inc.	Delaware	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
12. Dames & Moore Group (NY), Inc.	New York	11 East 44th Street, 14th Floor New York, NY 10017

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FROM LATHAM & WATKINS

**TRADEMARK
REEL: 1824 FRAME: 0198**

SCHEDULE 4**LOCATION OF JURISDICTION OF ORGANIZATION AND
CHIEF EXECUTIVE OFFICE****Dames & Moore Group**

SUBSIDIARY	JURISDICTION OF ORGANIZATION	CHIEF EXECUTIVE OFFICE
13. Dames & Moore Group, Ohio	Ohio	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
14. Dames & Moore, Inc.	Delaware	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
15. Dames & Moore Lebron LLP	Delaware	202 Tetuan Street Old San Juan, PR 00901
16. Dames & Moore Servicing Company	California	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
17. Dames & Moore Ventures	California	3121 Diablo Ave. Hayward, CA 94545
18. DecisionQuest Inc.	California	2050 W. 190th Street, Suite 205 Torrance, CA 90504
19. DQ Squared, Inc.	California	2050 W. 190th Street, Suite 205 Torrance, CA 90504
20. Fourth Dimension Interactive, Inc.	Delaware	221 Main Street, Suite 600 San Francisco, CA 94105
21. O'Brien-Kretzberg Inc.	California	50 Fremont Street, 24th Floor San Francisco, CA 94105
22. Radian Acquisition Corp.	Delaware	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
23. Seismic Risk Insurance Services, Inc.	California	911 Wilshire Blvd., Suite 700 Los Angeles, CA 90017
24. Signet Testing Laboratories, Inc.	Delaware	3121 Diablo Avenue Hayward, CA 94545

SCHEDULE 4

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Dames & Moore Group

SUBSIDIARY	JURISDICTION OF ORGANIZATION	CHIEF EXECUTIVE OFFICE
25. SRA Technologies, Inc.	District of Columbia	8110 Gatehouse Road, Suite 600W Falls Church, VA 22042
26. Walk, Haydel & Associates, Inc.	Louisiana	600 Carondelet Street New Orleans, LA 70130

SCHEDULE 4

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Radian International LLC

SUBSIDIARY	JURISDICTION OF ORGANIZATION	CHIEF EXECUTIVE OFFICE
1. Radian International LLC	Delaware	8501 N. Mopac Boulevard Austin, TX 78759
2. Ecobalance, Inc.	Delaware	15204 Omega Drive Suite 200 Rockville, MD 20850
3. Radian Ceramic Developments Corporation	Texas	15508 Bratton Lane Austin, TX 78728
4. Radian Engineering, Inc.	New York	125 Tech Park Drive Rochester, NY 14623
5. Radian International Overseas Management Company	Delaware	15204 Omega Dr. Suite 200 Rockville, MD 20850
6. Radian International (Texas) Corporation	Texas	8501 N. Mopac Blvd. Austin, TX 78759

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96 1 0801161927 NO. 11/8 15/61:8 86.06% (THU) 7.30'98

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FROM LATHAM & WATKINS

TRADEMARK
REEL: 1824 FRAME: 0201

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	DOMESTIC LOCATIONS OF INVENTORY AND EQUIPMENT
Aman Environmental Construction, Inc.	614 East Edna Place Covina, California 91723 675 Hegenberger Road, Suite 210 Oakland, California 94621
Bovay Northwest	1750 S.W. Harbor Way, Suite 400 Portland, Oregon 97201 500 Market Place Tower 2025 First Avenue Seattle, Washington 98121 East 808 Sprague Avenue Spokane, Washington 99202
BRW Group, Inc.	BRW Hazelet & Erdal 547 West Jackson Boulevard, Suite 1500 Chicago, Illinois 60661-5717 1225 17th Street, Suite 200 Denver, Colorado 80202 1845 Woodall Rogers Freeway, Suite 1020 Dallas, Texas 75201 4620 N. State Road 7, Suite 120 Ft. Lauderdale, Florida 33319 2421 Production Drive, Suite 112 Indianapolis, Indiana 46241 555 Unita Way, Building 1435 Denver, Colorado 80220 5201 Fountain Drive, Suite I Crown Point, Indiana 43607

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	13255 W. Bluemound Rd., #202 Brookfield, Wisconsin 53005
	700 Third Street South Minneapolis, Minnesota 55415
	One Gateway Center, Suite 300 Newark, New Jersey 07102
	135 W. Central Blvd., Suite 1220 Orlando, Florida 32801
	3003 N. Central Avenue, Suite 700 Phoenix, Arizona 85012
	700 NE Multnomah, Suite 1000 Portland, Oregon 97232
	One Continental Towers 1701 Golf Road, Suite 404 Rolling Meadows, Illinois 60008
	127 South 500 East, Suite 520 Sale Lake City, Utah 84102
	221 West 2100 South Sale Lake City, Utah 84115
	701 B Street, Suite 850 San Diego, California 92101
	6 Hutton Centre Drive, Suite 700 Santa Ana, California 92707
	650 Market Place Tower 2025 First Avenue Seattle, Washington 98121

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	505 E. Jackson Street, Suite 209 Tampa, Florida 33602
BRW/Hazelet & Erdal of Michigan, Inc.	BRW Hazelet & Erdal 325 West Main Street, Suite 1200 Louisville, Kentucky 40202-4251
	700 Third St. South Minneapolis, Minnesota 55415
Cleveland Wrecking Company	P.O. Box 4866 Covina, California 91723
Color Cave, Inc.	2050 W. 190th St., Suite 205 Torrance, California 90504
Contracting Resources International, Inc.	614 E. Edna Place Covina, California 91723
DM Investors, Inc.	911 Wilshire Blvd., Suite 700 Los Angeles, California 90017
Dames & Moore America, L.P.	911 Wilshire Blvd., Suite 700 Los Angeles, California 90017
Dames & Moore Foreign Branch Operations, Inc.	911 Wilshire Blvd., Suite 700 Los Angeles, California 90017
Dames & Moore Group (NY), Inc.	11 East 44th Street, 14th Floor New York, New York 10017
Dames & Moore, Inc.	911 Wilshire Blvd., Suite 700 Los Angeles, California 90017
	6 Century Hill Drive Latham, New York 12110
	6301 Indian School Road, N.E., Suite 610 Albuquerque, New Mexico 87110

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	5600 "B" Street Anchorage, Alaska 99518-1641
	235 Peachtree Street NE North Tower, Suite 2000 Atlanta, Georgia 30303-1405
	7 Community Drive Augusta, Maine 04330
	7800 Shoal Creek Boulevard, Suite 231-S Austin, Texas 78757
	849 International Drive, Suite 320 Linthicum, Maryland 21090
	3500 Blue Lake Drive, Suite 165 Birmingham, Alabama 35243
	6400 Congress Avenue, Suite 2500 Boca Raton, Florida 33487
	1750 Front Street, Suite 100 Boise, Idaho 83702
	3065 Southwestern Boulevard, Suite 202 Orchard Park, New York 14127
	1414 S.E. 17th Avenue, Suite 104 Cape Coral, Florida 33990
	2494 US Route 60, Suite 201 Hurricane, West Virginia 25526
	5301 77 Center Drive, Suite 41 Charlotte, North Carolina 28217

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	One Continental Towers 1701 Golf Road, Suite 1000 Rolling Meadows, Illinois 60008
	60 Declaration Drive, Suite B Chico, California 95973
	1367-A South Railroad Avenue Chipley, Florida 32428
	644 Linn Street, Suite 501 Cincinnati, Ohio 45203
	32111 Aurora Road Solon, Ohio 44139
	12 Commerce Drive Cranford, New Jersey 07016-1101
	Prestonwood Tower 5151 Beltline Road, Suite 700 Dallas, Texas 75240
	633 17th Street, Suite 2500 Denver, Colorado 80202-3625
	303 East 17th Avenue, Suite 550 Denver, Colorado 80202-3625
	38505 Country Club Drive, Suite 100 Farmington Hills, Michigan 48331-3429
	3514 International Way Fairbanks, Alaska 99701
	3445 West Shaw Avenue, Suite 101 Fresno, California 93711

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	4076 Market Street, Suite 204 Camp Hill, Philadelphia 17011
	10 Waterchase Drive, 2nd Floor Rocky Hill, Connecticut 06067
	1050 Queen Street, Suite 204 Honolulu, Hawaii 96814
	2550 North Loop West, Suite 700 Houston, Texas 77092
	2421 Production Drive, Suite 112 Indianapolis, Indiana 46241
	8761 Perimeter Park Boulevard, Suite 201 Jacksonville, Florida 32216
	3017 Clinton Way, Suite 160 Juneau, Alaska 99801
	6310 Lamar Avenue, Suite 135 Overland Park, Kansas 66202
	P.O. Box 8758 Ketchikan, Alaska 99901
	7115 Amigo Street, Suite 110 Las Vegas, Nevada 89119
	25 Kessell Court, Suite 201 Madison, Wisconsin 53711-6227
	3191 Coral Way, Suite 700 Miami, Florida 33145-3213
	Bishop's Woods East 13255 W. Bluemound Road, Suite 202 Brookfield, Wisconsin 53005-6245

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	Thresher Square 708 Third Street South, Suite 105 Minneapolis, Minnesota 55415
	1515 Broadway, 35th Floor New York, New York 10036
	667 Emory Valley Road - Suite A Oak Ridge, Tennessee 37830
	675 Hegenberger, Suite 210 Oakland, California 94621-3011
	515 Central Park Drive, Suite 250 Oklahoma City, Oklahoma 73105
	4140 South 89th Street, Suite A Omaha, Nebraska 68127
	3602 Inland Empire Boulevard, Suite C-110 Ontario, California 91764
	Century Plaza 135 West Central Boulevard, Suite 1220 Orlando, Florida 32801
	4331 Cairo Road Paducah, Kentucky 42001
	One Blue Hill Plaza, Suite 530 Pearl River, New York 10965
	2325 Maryland Road Willow Grove, Pennsylvania 19090
	7500 North Dreamy Draw Drive, Suite 145 Phoenix, Arizona 85020

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	322 Boulevard of the Allies, 5th Floor Pittsburgh, Pennsylvania 15222-1916
	21 Yost Boulevard, Suite 202 Pittsburgh, Pennsylvania 15221
	700 NE Multnomah, Suite 1000 Portland, Oregon 97232
	1201 Jadwin, Suite 102 Richland, Washington 99352
	2807 North Parham Road, Suite 114 Richmond, Virginia 23294
	8801 Folsom Boulevard, Suite 200 Sacramento, California 95826
	8240 Belvedere Avenue, Suite B Sacramento, California 95826
	5 Industrial Way Salem, New Hampshire 03079
	127 South 500 East, Suite 300 Salt Lake City, Utah 84102-1959
	150 South 600 East, Building 3 Salt Lake City, Utah 84102-1959
	13750 US 281 North, Suite 200 San Antonio, Texas 78232-4358
	9665 Chesapeake Drive, Suite 201 San Diego, California 92123
	221 Main Street, Suite 600 San Francisco, California 94105-1917

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	500 Sansome Street, Basement San Francisco, California 94111-3211
	2001 Gateway Place Suite 270 West San Jose, California 95110
	6 Hutton Centre Drive, Suite 700 Santa Ana, California 92707
	5383 Hollister Avenue, Suite 120 Santa Barbara, California 93111
	500 Market Place Tower 2025 First Avenue Seattle, Washington 98121
	808 East Sprague Avenue Spokane, Washington 99202
	2135 East Sunshine, Suite 105 Springfield, Missouri 65804
	721 Emerson Road, Suite 220 St. Louis, Missouri 63141-6748
	200 Salina Street, Suite 107 Liverpool, New York 13088
	917 Pacific Avenue, Suite 201 Tacoma, Washington 98402
	122 South Calhoun Street Tallahassee, Florida 32301
	One North Dale Mabry, Suite 700 Tampa, Florida 33609

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	Cambric Corporate Center 1790 East River Road, Suite E-300 Tucson, Arizona 85718-5876
	2021 South Lewis Avenue, Suite 300 Tulsa, Oklahoma 74104-5707
	7101 Wisconsin Avenue, Suite 700 Bethesda, Maryland 20814-4870
	c/o West Valley Nuclear Services Co., Inc. P.O. Box 191 Ashford Office Complex - 28 West Valley, New York 14171-0191
	8145-A Byron Road Whittier, California 90606
Dames & Moore Servicing Company	911 Wilshire Blvd., Suite 700 Los Angeles, California 90017
	221 Main Street, Suite 600 San Francisco, CA 94105
	6 Hutton Centre Drive, Suite 700 Santa Ana, CA 92707
	633 17th Street, Suite 2500 Denver, CO 80202
	One Continental Towers 1701 Gol Road, Suite 1000 Rolling Meadow, IL 60008
	2550 North Loop West, Suite 700 Houston, TX 77092

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	500 Market Place Tower 2025 First Avenue Seattle, WA 98121
Dames & Moore Ventures	3121 Diablo Ave. Hayward, California 94545
DecisionQuest Inc.	400 Colony Square, Suite 200 1201 Peachtree Street, N.E. Atlanta, Georgia 30361
	1320 Centre Street, Suite 204 Newton Centre, Massachusetts 02159
	200 West Madison Street, Suite 3550 Chicago, Illinois 60606
	7887 Katy Freeway, Suite 108 Houston, Texas 77024
	700 Rockmead, Suite 214 Kingwood, Texas 77339
	Executive Office 2050 West 190th Street, Suite 205 Torrance, California 90504
	310 Madison Avenue, Suite 303 New York, New York 10017-6009
	2050 West 190th Street, Suite 205 Torrance, California 90504
	2121 K. Street, N.W., Suite 650 Washington, District of Columbia 20037
	2050 W. 190th Street, Suite 205 Torrance, California 90504

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	777 Brickell Avenue #1110 Miami, Florida 33131
	Houston-Graphics 7887 Katy Freeway, Suite 108 Houston Texas 77024
	Houston - Research 700 Rockmead, Suite 214 Kingwood, Texas 77339
DQ Squared, Inc.	2050 W. 190th St., Suite 205 Torrance, California 90504
Fourth Dimension Interactive, Inc.	911 Wilshire Boulevard, Suite 700 Los Angeles, California 90017
	221 Main Street, Suite 600 San Francisco, California 94105-1917
O'Brien-Kreitzberg Inc.	127 Peachtree Street, N.E., Suite 905 Atlanta, Georgia 30303
	31 Saint James Avenue, Suite 830 Boston, Massachusetts 02116
	200 West Madison Street, Suite 2805 Chicago, Illinois 60606-3414
	1025 Huron Road Cleveland, Ohio 44115
	1845 Woodall Rodgers Freeway, LB11, Suite 1020 Dallas, Texas 75201
	1425 Market Street, Suite LL Denver, Colorado 80202

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	1700 D. Las Olas Boulevard Penthouse 7 Fort Lauderdale, Florida 33301
	Crossroads Corporate Center 3150 Brunswick Pike Lawrenceville, New Jersey 08648
	3191 Coral Way, Suite 700 Miami, Florida 33145
	1515 Broadway, 35th floor New York, New York 10036
	Lakeside Plaza 1401 Lakeside Drive, Suite 600 Oakland, California 94612
	135 West Central Boulevard, Suite 1220 Orlando, Florida 32801
	8 Penn Center, 21st Floor 1628 JFK Boulevard Philadelphia, Pennsylvania 19103
	7500 North Dreamy Draw Drive, Suite 145 Phoenix, Arizona 85020
	One Gateway Center, Thirteen West Pittsburgh, Pennsylvania 15222
	8801 Folsom Boulevard, Suite 200 Sacramento, California 95826
	127 South 500 East, Suite 520 Salt Lake City, Utah 84102
	9665 Chesapeake Drive, Suite 201 San Diego, California 92123

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	50 Fremont Street, 24th Floor San Francisco, California 94105
	Gateway Office Park 2001 Gateway, Suite 270 West San Jose, California 95110
	First Interstate Center 999 Third Avenue, Suite 2830 Seattle, Washington 98104
	720 Olive Street, Suite 2206 St. Louis, Missouri 63101
	5707 Huntsman Road, Suite 102 Richmond International Airport, VA 23250
	1001 E. Main, Suite 1003 Richmond, VA 23205
	Hawaii Tower, Suite 2200 745 Fort Street Honolulu, Hawaii 96813
	Airport Services Office 9132 Veterans Memorial Blvd. Baton Rouge, LA 70807
	220 West Congress, East Jefferson Detroit, Michigan 48226
	700 N.E. Mulnomah, Suite 455 Portland, Oregon 97232
Radian Acquisition Corp.	911 Wilshire Blvd., Suite 700 Los Angeles, California 90017

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
Signet Testing Laboratories, Inc.	3121 Diablo Avenue Hayward, California 94545
SRA Technologies, Inc.	Headquarters 8110 Gatehouse Road, Suite 600W Falls Church, Virginia 22042 Contract Administrative Office 4 Research Court Rockville, Maryland 20850 12850 Middletown Road, Suite 304 Germantown, Maryland 20874 4 Research Court Rockville, Maryland 20850 1910 Sedwick Road, Suite 400 A Durham, North Carolina 27713
Walk, Haydel & Associates, Inc.	10550 Airline Highway Baton Rouge, Louisiana 70816-4191 12 Commerce Drive Cranford, New Jersey 07016-1101 5440 Executive Place, Suite C Jackson, Mississippi 39206 3519 Patrick Street Lake Charles, Louisiana 70605-1717 4704 West Commercial Drive, Suite A North Little Rock, Arkansas 72116-7068 300 Two Office Park Mobile, Alabama 36609-1985

SCHEDULE 5

LOCATION OF INVENTORY AND EQUIPMENT

Dames & Moore Group

SUBSIDIARY	LOCATIONS OF INVENTORY AND EQUIPMENT
	1401 Hudson Lane, Suite 232 Monroe, Louisiana 71207
	600 Carondelet Street New Orleans, Louisiana 70130-3587
	600 N. Jackson Street, Suite 103 Media, Pennsylvania 19063

SCHEDULE 6
Dames & Moore Group
INTELLECTUAL PROPERTY
July 31, 1998

PATENT AND PATENT LICENSES

<u>Patent No.</u>	<u>Title</u>
5,660,0007	Stiffness decoupler for base isolation of structures
5,480,260	Ground water collection method and apparatus
5,076,360	Priming methods for vacuum extraction wells
4,149,407	Apparatus and method for cyclic simple shear testing of soil samples
3,967,451	Storage facility with integral foundation
3,966,539	Process for extracting dissolved salts from water
3,956,059	Method of reducing moisture content of particulate slurries

TRADEMARKS, TRADENAMES AND TRADE DRESS

Attached (none of these items have been registered).

- 34  **DAMES & MOORE VENTURES**
A DAMES & MOORE GROUP COMPANY

Dames & Moore Ventures offices in United States.

No Subsidiaries/Affiliates with Dames & Moore Group identity system logos.

- 35  **DECISIONQUEST**
A DAMES & MOORE GROUP COMPANY

DecisionQuest staff working on nonlitigation-related business activities.

- 36  **O'BRIEN KREITZBERG**
A DAMES & MOORE GROUP COMPANY

O'Brien Kreitzberg offices in the United States.

Subsidiaries/Affiliates

- 37  **O'BRIEN KREITZBERG LTD**
A SUBSIDIARY OF O'BRIEN KREITZBERG

O'Brien Kreitzberg offices in Europe.

- 38  **SIGNET TESTING LABS**
A DAMES & MOORE GROUP COMPANY

Signet Testing Labs offices in the U.S.

- 39  **WALK HAYDEL**
A DAMES & MOORE GROUP COMPANY

Walk Haydel offices.

Subsidiaries/Affiliates

- 40  **WH CONSTRUCTION SERVICES**
A WALK HAYDEL SUBSIDIARY











Staff working under the WH Construction Services company name.

- 41  **WH INTERNATIONAL**
A WALK HAYDEL SUBSIDIARY

Staff working under the WH International company name.













COMPANY NAME/LOGO

APPLIES TO:

- | | |
|--|---|
| <p>24</p>  <p>GEOMATIC
<small>A DAMES & MOORE COMPANY</small></p> | <p>The soils testing equipment company in based in Ontario, California.</p> |
| <p>25</p>  <p>HARDCASTLE & RICHARDS
<small>A DAMES & MOORE AFFILIATE</small></p> | <p>Hardcastle & Richards offices in Australia.</p> |
| <p>26</p>  <p>HYA
<small>A DAMES & MOORE COMPANY</small></p> | <p>HYA offices in the United States.</p> |
| <p>27</p>  <p>LE PROVOST DAMES & MOORE
<small>A DAMES & MOORE AFFILIATE</small></p> | <p>LeProvost Dames & Moore offices in Australia.</p> |
| <p>28</p>  <p>NORECOL DAMES & MOORE
<small>A DAMES & MOORE SUBSIDIARY</small></p> | <p>Norecol Dames & Moore offices in western Canada.</p> |
| <p>29</p>  <p>SAUDI ARABIAN DAMES & MOORE
<small>A DAMES & MOORE AFFILIATE</small></p> | <p>Saudi Arabian Dames & Moore offices in Saudi Arabia.</p> |
| <p>30</p>  <p>SRA TECHNOLOGIES
<small>A DAMES & MOORE SUBSIDIARY</small></p> | <p>SRA Technologies offices in the United States.</p> |
-
- | | |
|--|--|
| <p>31</p>  <p>BRW
<small>A DAMES & MOORE GROUP COMPANY</small>
(large format logotype)</p> | <p>Uses involving BRW offices alone.</p> |
| <p>32</p>  <p>BRW
<small>A DAMES & MOORE GROUP COMPANY</small>
(standard format logotype)</p> | <p>Uses involving BRW and other group companies.</p> |
- Subsidiaries/Affiliates*
- | | |
|---|--|
| <p>33</p>  <p>BRW HAZELET & ERDAL
<small>A BRW COMPANY</small></p> | <p>BRW Hazelet & Erdal offices in the United States.</p> |
|---|--|

COMPANY NAME/LOGO

APPLIES TO:

- 12  **DAMES & MOORE CANADA**
A DAMES & MOORE SUBSIDIARY Dames & Moore Canada offices in eastern Canada.
- 13  **DAMES & MOORE DE MÉXICO S DE RL DE CV**
A DAMES & MOORE SUBSIDIARY Dames & Moore de México de RL de CV offices in Mexico.
- 14  **DAMES & MOORE GmbH & Co KG**
A DAMES & MOORE SUBSIDIARY Dames & Moore GmbH & Co KG offices in Germany.
- 15  **DAMES & MOORE INTERNATIONAL SRL**
A DAMES & MOORE SUBSIDIARY Dames & Moore International SRL offices in Italy.
- 16  **DAMES & MOORE LEBRON LLP**
A DAMES & MOORE AFFILIATE Dames & Moore Lebron LLP offices practicing engineering in Puerto Rico.
- 17  **DAMES & MOORE (M) SDN BHD**
A DAMES & MOORE SUBSIDIARY Dames & Moore (M) SDN BHD offices in Malaysia.
- 18  **DAMES & MOORE Pty Ltd**
A DAMES & MOORE COMPANY Dames & Moore Pty Ltd offices in Australia.
- 19  **DAMES & MOORE PUERTO RICO**
A DAMES & MOORE SUBSIDIARY Dames & Moore Puerto Rico offices performing environmental and other nonengineering services in Puerto Rico.
- 20  **DAMES & MOORE SA**
A DAMES & MOORE SUBSIDIARY Dames & Moore SA offices in Spain.
- 21  **DAMES & MOORE SARL**
A DAMES & MOORE SUBSIDIARY Dames & Moore SARL offices in France.
- 22  **FAI**
A DAMES & MOORE COMPANY FAI offices in Australia and Europe.
- 23  **FORTECH**
A DAMES & MOORE COMPANY FORTECH offices in Australia.

1 DAMES MOORE GROUP

Staff assigned to Dames & Moore Group headquarters and firmwide roles; also used by group companies working together under the D&M Group company name.

Subsidiaries/Affiliates

2 DAMES & MOORE GROUP (NY) A DAMES & MOORE GROUP COMPANY

Dames & Moore Group and group companies practicing engineering in New York.

3 DAMES & MOORE GROUP (OHIO) A DAMES & MOORE GROUP COMPANY

Dames & Moore Group and group companies practicing engineering in Ohio.

4 DAMES & MOORE A DAMES & MOORE GROUP COMPANY

Domestic and international core business offices that use the Dames & Moore name. This includes all U.S. locations except those in North Carolina (see Dames & Moore—NC). In terms of the International Division, this logo should be applied to core business units in Bolivia, Chile, China, Denmark, Indonesia, Ireland, Lebanon, Norway, Panama, the Philippines, Russia, Singapore and the United Arab Emirates.

Subsidiaries/Affiliates

5 AACM A DAMES & MOORE COMPANY

AACM offices in Australia and Europe.

6 AECI A DAMES & MOORE SUBSIDIARY

AECI offices in the United States.

7 ASHACT DAMES & MOORE LTD A DAMES & MOORE SUBSIDIARY

Ashact Dames & Moore Ltd offices in the United Kingdom.

8 BOVAY NORTHWEST A DAMES & MOORE SUBSIDIARY

Bovay Northwest offices in Pacific Northwest Region of United States.

9 DAMES & MOORE

Dames & Moore offices in United Kingdom; being used on a temporary basis during a business restructuring process.

10 DAMES & MOORE ARGENTINA SA A DAMES & MOORE COMPANY

Dames & Moore Argentina SA offices in Argentina.

11 DAMES & MOORE BV A DAMES & MOORE SUBSIDIARY

Dames & Moore BV offices in the Netherlands.

UNITED STATES FEDERAL TRADEMARKS

June 6, 1998

MARK	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
ANALYTICAL REFLECTIONS (Class 16, 41)	75/187, 283	10/21/96	Application Pending Response to Office Action filed 5/4/98
NEWSFLASK & Design (Class 16, 41)	75/187, 282	10/21/96	Application Pending Response to Office Action filed 5/4/98
LAP-XOM (Class 9)	75/381, 402	10/29/97	Application Pending
GASBORLB (Class 42)	75/381, 403	10/29/97	Application Pending
SYNOYP (Class 40)	75/406, 826	12/16/97	Application Pending
RADIAN INTERNATIONAL (Class 1)	75/432, 110	2/5/98	Application Pending
RADIAN INTERNATIONAL & Design (Class 1)	75/432, 109	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 7)	75/432, 106	2/5/98	Application Pending

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MARK	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
RADIAN INTERNATIONAL & Design (Class 7)	75432, 111	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 9)	75432, 131	2/5/98	Application Pending
RADIAN INTERNATIONAL & Design (Class 9)	75432, 123	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 11)	75432, 127	2/5/98	Application Pending
RADIAN INTERNATIONAL & Design (Class 11)	75432, 128	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 37)	75432, 126	2/5/98	Application Pending
RADIAN INTERNATIONAL & Design (Class 37)	75432, 129	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 49)	75432, 672	2/5/98	Application Pending

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FROM LATHAM & WATKINS

TRADEMARK
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Attachment A

MARK	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
RADIAN INTERNATIONAL & Design (Class 40)	754429, 671	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 41)	754432, 130	2/5/98	Application Pending
RADIAN INTERNATIONAL & Design (Class 41)	754429, 702	2/5/98	Application Pending
RADIAN INTERNATIONAL (Class 42)	754429, 700	2/5/98	Application Pending
RADIAN INTERNATIONAL & Design (Class 42)	754429, 673	2/5/98	Application Pending
RADIAN INTERNATIONAL SOFTWARE (Class 9)	754437, 021	2/19/98	Application Pending
HEP (Class 9)	754459, 969	3/31/98	Application pending
CAPRONIS (Class 9)	1,339, 032	6/4/05	Registered Renewed des 6/4/05
CHARM (Class 9)	1,377, 052	1/7/06	Registered Renewed des 1/7/06

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Attachment A

MARK	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
CLASS (Design) (Class 9)	1,852, 946	9/6/94	Registered Section 8 & 15 Declaration due 9/6/99-9/6/00 Renewed due 9/6/04
ECHOSONDS (Class 9)	1,893, 013	8/1/78	Registered Renewed due 8/1/98
EDRAS (Class 9)	1,828, 457	2/8/94	Registered Section 8 & 15 Declaration due 2/8/99-2/8/00 Renewed due 2/8/04
FFMS (Class 9)	1,852, 916	9/6/94	Registered Section 8 & 15 Declaration due 9/6/99-9/6/00 Renewed due 9/6/04
LAP (Class 9)	1,894, 542	5/16/95	Registered Section 8 & 15 Declaration due 5/16/00-5/16/01 Renewed due 5/16/05
LAP (Design) (Class 9)	1,859, 118	10/18/94	Registered Section 8 & 15 Declaration due 10/18/99 - 10/18/00 Renewed due 10/18/04
MCAITS (Class 9)	2,136, 165	2/10/98	Registered Section 8 & 15 Declaration due 2/10/03-2/10/04 Renewed due 2/10/08
MCAITS (Class 16)	2,136, 166	2/10/98	Registered Section 8 & 15 Declaration due 2/10/03-2/10/04 Renewed due 2/10/08

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MARK	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
R-EDMS (Class 9)	1,924, 482	10/3/95	Registered Section 8 & 15 Declaration due 1/30/00-10/3/00 Renewed due 10/3/05
R-FDMS (Class 9)	1,866, 270	12/5/94	Registered Section 8 & 15 Declaration due 12/5/99-12/5/00 Renewed due 12/5/04
R-RUG (Class 11)	2,021, 141	12/3/96	Registered Section 8 & 15 Declaration due 12/3/01-12/3/02 Renewed due 12/3/06
RADIAN CORPORATION & Design (Class 43)	1,910, 584	8/8/95	Registered Section 8 & 15 Declaration due 8/8/00-8/8/01 Renewed due 8/8/05
RADIAN CORPORATION & Design (Class 9)	1,905, 424	7/18/95	Registered Section 8 & 15 Declaration due 7/18/00-7/18/01 Renewed due 7/18/05
RADIAN CORPORATION & Design (Class 11)	1,900, 617	6/18/96 12/5/94	Registered Section 8 & 15 Declaration due 6/18/01-6/18/02 Renewed due 6/18/06
RADIAN CORPORATION & Design (Class 1)	2,000, 562	7/23/97 4/10/95	Registered Section 8 & 15 Declaration due 7/23/02-7/23/03 Renewed Due 7/23/07 Assignment recorded 4/8/96 ReelFrame: 15160793

MARK	SERIAL/REGS #	FILED/REGS. DATE	STATUS
RELATE (Class 9)	1,206, 017	8/24/02	Registered Renewal due 8/24/02 To be abandoned.
RULEMASTER (Class 9)	1,355, 140	8/28/05	Registered Renewal due 8/28/05
SNAP-N-SHOOT (Class 1)	1,881, 075	2/28/95	Registered Section 8 & 15 Declaration due 2/28/2/28/01 Renewal due 2/28/05
SNAP-N-SHOOT (Class 9)	1,881, 267	2/28/95	Registered Section 8 & 15 Declaration due 2/28/08-2/28/01 Renewal due 2/28/05
SNAP-N-SHOOT STANDARDS & Design (Class 1)	1,865, 127	11/29/94	Registered Section 8 & 15 Declaration due 11/29/99 - 11/29/00 Renewal due 11/29/04
SNAP-N-SHOOT STANDARDS & Design (Class 9)	1,866, 269	12/6/94	Registered Section 8 & 15 Declaration due 12/6/99-12/6/00 Renewal due 12/6/04
SCORBATHEME (Class 11)	1,535, 181	4/18/89	Registered Assignment dated 8/2/96 recorded w/USPTO on 5/19/97 at Reel/Frame 1,598/0659 Renewal due 4/18/99
TECHNOLOGY AT WORK (Class 42)	1,760, 799	3/23/93	Registered Section 8 & 15 Declaration due 3/23/98-3/23/99 Renewal due 3/23/03

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Attachment A

MARK	SERIAL/REGIS #	FILED/REGIS DATE	STATUS
TCMIS & Design (Class 42)		6/4/98	Application Pending
WDM-1	1.133.011	4/15/80	Registered Renewed dec 4/15/00

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Attachment B

STATE OF TEXAS TRADEMARKS

June 6, 1998

MARK	SERIAL/REGS #	FILED/REGIS DATE	STATUS
CLEAR	43014	6/21/85	Registered Renewed 1/25/95 Renewed due 6/21/05
RADIAN	41506	3/3/83	Registered Renewed 12/9/92 Renewed due 3/3/03

Attachment C

FOREIGN TRADEMARKS

June 6, 1998

MARK/COUNTRY	SERIAL/REG.#	FILED/REGIS. DATE	STATUS
CHARM Japan (Class 9)	151621/97	8/25/97	Application proceeding with foreign associate
LAP Hong Kong Class 16	97/02431	2/25/97	Application proceeding with foreign associate
LAP Hong Kong Class 9	97/02430	2/25/97	Application proceeding with foreign associate
LAP Italy (Class 9)	RA097C000829	2/19/97	Application proceeding with foreign associate Awaiting exam. by Italian Trademark Office (takes about 3 years)
RADIAN Argentina (Class 9)	2,015,235	12/28/95	Application proceeding with foreign associate On action requested change of description. Assignment to Radlen International LLC filed June 4, 1996
RADIAN INTERNATIONAL Australia (Class 1, 7, 9, 11, 37, 41, and 42)	742163	8/22/97	Response to AIPO Report No. 1 due 2/19/99
RADIAN INTERNATIONAL & Design Australia (Class 1, 7, 9, 11, 37, 41 and 42)	742162	8/22/97	Response to AIPO Report No. 1 due 2/19/99

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MARK/COUNTRY	SERIAL/REG #	FILED/REGIS. DATE	STATUS
BADIAN INTERNATIONAL Austin (Class 1, 7, 9, 11, 36, 37, 40, 41 and 42)	AM 4745/97	8/29/97	Application proceeding with foreign associate
BADIAN INTERNATIONAL & Design Austin (Class 1, 7, 9, 11, 36, 37, 40, 41 and 42)	AM 4746/97	8/29/97	Application proceeding with foreign associate
BADIAN INTERNATIONAL Aachen (Class 1, 7, 9, 11, 37, 3740, 41 and 42)	97 3236/1	7/25/97	Application proceeding with foreign associate
BADIAN INTERNATIONAL & Design Aachen (Class 1, 7, 9, 11, 37, 3740, 41 and 42)	97 3237/1	7/25/97	Application proceeding with foreign associate
BADIAN INTERNATIONAL (Class 1, 7, 9, 11, 37, 40, 41 and 42) Bachen (The Netherlands, Belgium & Luxembourg)	894398	7/28/97	Application proceeding with foreign associate
BADIAN INTERNATIONAL (Class 1, 9, & and 42) Bachen (The Netherlands, Belgium & Luxembourg)	902826	10/14/97	Application proceeding with foreign associate

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MARK/COUNTRY	SERIAL/RGB #	FILED/REG. DATE	STATUS
RADIAN INTERNATIONAL & Design (Class 1, 7, 9, 11, 37, 40, 41 and 42) Brazilian	898,197	7/29/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design (Class 1, 9, and 42) Brazilian	902,825	10/14/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Canada (Class 1, 7, 9, 11, 37, 37AB, 41 and 42)	852, 218	7/29/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design Canada (Class 1, 7, 9, 11, 37, 37AB, 41 and 42)	852, 219	7/29/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Chile (Class 1, 7, 9, 11, 37, 40 41 and 42)	391,340/507,135 391,341/507,136 391,342/507,137 391,343/507,138 391,344/507,139 391,345/507,140 391,346/507,141 391,347/507,142	3/16/98	Registered Renewed due 3/16/08

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MARK/COUNTRY	SERIAL/REG #	FILS/REGIS DATE	STATUS
RADIAN INTERNATIONAL & Design Chile (Class 1, 7, 9, 11, 37, 40, 41 and 42)	391.348/507.143 391.349/507.144 391.350/507.145 391.351/507.146 391.352/507.147 391.353/507.148 391.354/507.149 391.355/507.150	3/16/98	Registered. Removal due 3/16/08
RADIAN INTERNATIONAL Hong Kong (Class 1, 7, 9, 11, 37, 40, 41 and 42)	97.15546 97.15547 97.15548 97.15549	10/29/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design Hong Kong (Class 1, 7, 9, 11, 37, 40, 41 & 42)	97.15550 97.15551 97.15552 97.15553	10/29/97	Application pending with foreign associate
RADIAN INTERNATIONAL India (Class 1, 7, 9, and 11)		8/26/97	Application proceeding with foreign associate. First official report expected August 2000 (Service mark requirements not available in India - Cl. 37, 40, 41 and 42 cannot be filed)
RADIAN INTERNATIONAL & Design India (Class 1, 7, 9 and 11)	762038 762039 762040 762041	8/27/97	Application proceeding with foreign associate. First official report expected August 2000 (Service mark requirements not available in India - Cl. 37, 40, 41 and 42 cannot be filed)
RADIAN INTERNATIONAL Italy (Class 1, 7, 9, 11, 37, 40, 41 and 42)	RM97C005105	10/23/97	Application proceeding with foreign associate (Approx. 3 years for mark to be formally examined and registered)

MARK/COUNTRY	SERIAL/REG #	FILED/REGIS. DATE	STATUS
RADIAN INTERNATIONAL & Design Italy (Class 1, 7, 9, 11, 37, 40, 41 and 42)	RM97C305105	11/21/97	Application proceeding with foreign associate (Approx. 3 years for merit to be formally examined and registered)
RADIAN INTERNATIONAL South Korea (Korean Class 10, 34, 38, 39 and 112)	97-41701 97-41702 97-41703 97-41704 97-12388	9/1/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design South Korea (Korean Class 10, 34, 38, 39 and 112)	97-41705 97-41706 97-41707 97-41708 97-12389	9/1/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Mexico (Class 1, 7, 9, 11, 37, 40, 41 and 42)	315,043,568,576 315,044,568,577 315,045,573,575 315,046,568,578 315,047,568,579 315,048 315,049,568,580 315,050	11/24/97	Class 1, 7, 9, 11, 37 & 41 registered 11/24/97 Application for Class 40 & 42 proceeding with foreign associate
RADIAN INTERNATIONAL & Design Mexico (Class 1, 7, 9, 11, 37, 40, 41 and 42)			Application proceeding with foreign associate

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MAR/COUNTRY	SERIAL/REG #	FILED/REG. DATE	STATUS
RADIAN INTERNATIONAL Morocco (Class 1, 7, 9, 11, 37, 40, 41 and 42)	631940	9/19/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design Morocco (Class 1, 7, 9, 11, 37, 40, 41 and 42)	631941	9/19/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Morocco (Class 1, 7, 9, 11, 37, 40, 41 and 42)	12457	9/24/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design Morocco (Class 1, 7, 9, 11, 37, 40, 41 and 42)	12458	9/24/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL New Zealand (Class 1, 7, 9, 11, 37, 40, 41 and 42)	281444 281445 281446 281447 281448 281449 281450 281451	9/25/97	Application proceeding with foreign associate

MARK/COUNTRY	SERIAL/REG #	FILED/REG. DATE	STATUS
RADIAN INTERNATIONAL & Design New Zealand (Class 1, 7, 9, 11, 37, 40, 41 and 42)	281452 281454 281453 281455 281456 281457 281458 281459	9/25/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Russia (Class 1, 7, 9, 11, 37, 40 41 and 42)	97711108	7/25/97	Application proceeding with foreign associate (Examination in approximately 14 months)
RADIAN INTERNATIONAL & Design Russia (Class 1, 7, 9, 11, 37, 40, 41 and 42)	97711107	7/25/97	Application proceeding with foreign associate (Examination in approximately 14 months)
RADIAN INTERNATIONAL Singapore			Application proceeding with foreign associate. No POA required. Would like copy of LTR filing, if any - deemed parameters in Singapore
RADIAN INTERNATIONAL Spain			Application proceeding with foreign associate. Awaiting POA from foreign associate (POA per class)
RADIAN INTERNATIONAL Taiwan (Class 1, 7, 9, 11, 37, 40, 41 and 42)	86045331 86045332 86045333 86045334 86045335 86045336 86045337 86045368	9/25/97	Application proceeding with foreign associate

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MARK/COUNTRY	SERIAL/REG. #	FILED/REGIS. DATE	STATUS
RADIAN INTERNATIONAL & Design Tunisia (Class 1, 7, 9, 11, 37, 40, 41 and 42)	860453119 860453410 860453411 860453412 860453413 860453414 860453415 860453416	9/27/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Uruguay (Class 1, 7, 9, 11, 37, 40, 41 and 42)	IMH (31) 9701871.3	10/27/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design Uruguay (Class 1, 7, 9, 11, 37, 40, 41 and 42)	IMH (31) 9701872.3	10/27/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL Venezuela (Class 1, 7, 9, 11, 37, 40, 41 and 42)	97-021792 97-021793 97-021794 97-021795 97-021796 97-021797 97-021798 97-021799	10/27/97	Application proceeding with foreign associate
RADIAN INTERNATIONAL & Design Venezuela (Class 1, 7, 9, 11, 37, 40, 41 and 42)	97-021808 97-021801 97-021802 97-021803 97-021804 97-021805 97-021806 97-021807	10/27/97	Application proceeding with foreign associate

MARK/COUNTRY	SERIAL/REG #	FILED/REG. DATE	STATUS
SORBATIENB; Singapore (Class 1)	S461104	5/23/94	Assignment in process with foreign associate
SORBATIENB; Singapore	S461104	05/23/94	Renewal due 4/23/04 Assignment in process with foreign associate
RADIAN INTERNATIONAL United Kingdom	2147131	10/3/97	Application proceeding with foreign associate. Search reveals possible conflict in Classes 41 and 42.
LAP Germany (Class 9, 16)	397 18 746	1/27/98	Registered. Renewal due 4/30/97
LAP (Design) Germany (Class 9, 16)	397 18 729.7	10/21/97	Registered Renewal due 4/30/97
LAP Thailand (Class 9)	284595 TM51622	4/27/95 10/30/96	Issued on 10/30/96 Renew 4/27/05 Assignment effective 2/19/97
LAP (Design) Thailand (Class 9)	284596 TM440563	4/27/95 1/31/96	Issued on 1/31/96 Renew 4/27/05 Assignment effective 2/19/97
RADIAN Argentina (Class 42)	1,642,489	9/26/97	Expires 9/26/07 Assignment to Radian International LLC filed June 4, 1996
RADIAN Brazil (Class 35, 37 41 and 42)	546807	10/6/93	Registered 10/6/93 Renew 10/6/03 Assignment effective 4/2/97
RADIAN Canada (No Classes)	456,391	4/5/96	Registered 4/5/96 Renew 4/5/11
RADIAN Germany (Class 9, 16 and 42)	2 092 404	3/10/95	Registered 3/10/95 Renew 12/31/02

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MARK/COUNTRY	SERIAL/REG #	FILED/REGIS. DATE	STATUS
RATHAN Mexico (Class 1)	476857	8/8/94	Registered 8/8/94 Renew 8/8/04 Assignment registered
RATHAN Mexico (Class 9)	301674	3/24/95	Registered 3/24/95 Renew 3/24/05 Assignment registered
RATHAN Mexico (Class 40)	476858	8/8/94	Registered 8/8/94 Renew 8/8/04 Assignment registered
RATHAN Mexico (Class 42)	490912	8/8/94	Registered 8/8/94 Renew 8/8/04 Assignment registered
RATHAN United Kingdom (Class 42)	1524386	1/22/93	Registered 1/22/93 Renew 1/22/03 (and every 10 years thereafter) Assignment registered
R-EDMS Canada (No Classes)	714745 450,806	11/17/95	Registered 11/17/95 Renew 11/17/00
REDMS United Kingdom (Class 69)	1510071	8/18/92	Registered 8/18/92 Renew 8/18/99 Assignment registered
SORBATHEM Australia (Class 1)	A629983	5/16/94	Registered 5/16/94 Renew 5/16/01 Assignment effective 1/12/98
SORBATHEM Australia (Class 11)	A629986	5/16/94	Registered 5/16/94 Renew 5/16/01 Assignment effective 1/12/98
SORBATHEM Austria (Class 1 and 11)	AM 530478 124434	11/21/88 3/16/89	Registered 3/16/89 Renew 3/16/99 Assignment recorded 11/19/97

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FROM LATHAM & WATKINS

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MARK/COUNTRY	SERIAL/REG #	FILED/REGIS. DATE	STATUS
SORBATHEINE Herzberg (Class 1 and 11)	451146	11/14/88	Registered 11/14/88 Renew 11/14/98 Assignment recorded 10/16/97
SORBATHEINE Canada (No Classes)	374469	1/27/89 10/16/90	Registered 10/19/98 Renew 10/19/05 Assignment recorded 11/14/97
SORBATHEINE China (People's Republic of China) (Class 1)	524032	7/20/90	Registered 7/20/90 Renew 7/20/00 Assignment recorded 1/28/98
SORBATHEINE China (People's Republic of China) (Class 11)	523584	7/10/90	Registered 7/10/90 Renew 7/10/00 Assignment recorded 1/28/98
SORBATHEINE Denmark (Class 1 and 11)	3600/1991	6/14/91	Registered 6/14/91 (Use acquired within 5 years of registration) Renew 6/14/01 Assignment filed 9/24/97
SORBATHEINE Malawi (Class 1 and 11)	109488	11/20/90	Registered 11/20/90 Renew 11/20/00 Assignment in process with foreign associate
SORBATHEINE Paraguay (Class 1 and 11)	1500377	11/25/88	Registered 11/25/88 Renew 11/25/98 Assignment in process with foreign associate (on hold pending resolution of tax issue)
SORBATHEINE Germany (Class 1)	1140194	11/15/88 5/24/89	Registered 5/24/89 Renew 11/15/98 Assignment recorded 2/20/98
SORBATHEINE Great Britain (Class 1)	A1364981	11/14/88	Registered 11/14/88 Renew 11/14/05 Assignment recorded 11/20/97
SORBATHEINE Great Britain (Class 11)	A1364982	11/14/88	Registered 11/14/88 Renew 11/14/05 Assignment recorded 11/20/97

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MARK/COUNTRY	SERIAL/REG #	FILE/REGIS. DATE	STATUS
SOBRATHENS Italy (Class 1 and 11)	0551479	11/30/88 10/16/91	Registered 10/16/91 Renew 11/10/98 Assignment filed 11/10/97
SOBRATHENS Japan (Class 1)	2714119	11/16/88 5/31/96	Registered 5/31/96 Renew 5/31/06 Assignment filed 11/14/97
SOBRATHENS Japan (Class 9)	2706691	4/28/95	Registered 4/28/95 Renew 4/28/05 Assignment filed 11/14/97
SOBRATHENS New Zealand (Class 1)	236864	5/12/94 9/12/96	Registered 9/12/96 Renew 5/12/01 Assignment recorded 2/10/98
SOBRATHENS New Zealand (Class 11)	236865	5/12/94 9/12/96	Registered 9/12/96 Renew 5/12/01 Assignment recorded 2/10/98
SOBRATHENS Norway (Class 1)	885261 139843	11/16/88 12/28/89	Registered 12/28/89 Renew 12/28/99 Assignment recorded 10/30/97
SOBRATHENS South Korea (Class 36)	88-33940 182641	11/16/88	Registered 11/16/89 Renew 11/16/99 (renewal due between 11/7/98 & 11/16/99) Assign as of 12/9/97
SOBRATHENS Spain (Class 11)	1288069	3/5/91	Registered 3/5/91 Renew 3/5/01 Assignment recorded June 1, 1998
SOBRATHENS Sweden (Class 11 and 11)	88-9742 219352	11/14/88 11/9/90	Registered 11/9/90 Renew 11/9/00 Assignment in process with foreign associate
SOBRATHENS Switzerland (Class 1 and 11)	367788	11/14/88	Registered 11/14/88 Renew 11/14/08 Assignment registered 1/5/98

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FROM LATHAM & WATKINS

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MARK/COUNTRY	SERIAL/REG #	FILED/REGIS. DATE	STATUS
XIARM Bancor (Class 9 and 16)	519151	11/30/92	Registered 11/30/92 Renew 11/30/02 Assignment registered 4/2/97
XIARM Germany (Class 9, 16 and 42)	2072179	7/21/94	Registered 7/21/94 Renew 7/21/04 Assignment registered 2/18/98
XIARM United Kingdom (Class 09)	1428489	6/18/90	Registered 6/18/90 Expires 6/18/07 Assignment in process with foreign associate

FOREIGN MARKS HELD BY RELATED ENTITIES

June 6, 1998

MARK/COUNTRY	SERIAL/REG #	FILED/REGS. DATE	STATUS
HTP-RADIAN Spain (Class 42)	1723584	11/4/94 10/6/92	GRANTED TO ENVIRONMENT, TRANSPLANT & PLANNING, S.L. ** Granted 10/6/92 Renew 10/6/02 (must pay corresponding taxes every 5 years to maintain registration - October 6, 1997)
RADIAN Spain (Class 42)	1715831	10/6/92 4/4/94	NOTE: GRANTED TO ENVIRONMENT, TRANSPLANT & PLANNING, S.L. ** Granted 4/4/94 Renew 8/3/02 (must pay corresponding taxes every 5 years to maintain registration - August 3, 1997)

** ENVIRONMENT, TRANSPLANT & PLANNING, S.L. may hold other RADIAN-related marks

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COPYRIGHTS

June 6, 1998

TITLES OF WORKS	REGISTRATION NUMBERS	ORIGINAL CLAIMANT	STATUS
Categories of Sources Scheduled for Regulation Under Section 112 of The Clean Air Act (MACT Standards)	TX 3-968-181	Radian Corporation	Assigned to RLLC 10/25/96 Vol. 3298, Pages 115-117
Categories of Sources Scheduled for Regulation Under Section 112 of The Clean Air Act (MACT Standards)	TX 3-968-304	Radian Corporation	Assigned to RLLC 10/25/96 Vol. 3298, Pages 115-117
CMAQAP- Version 7	TX 3-315-786	Radian Corporation	Assigned to RLLC 10/25/96 Vol. 3298, Pages 115-117
63-44 De minimis Emission Rates	TX 3-585-333	Radian Corporation	Assigned to RLLC 10/25/96 Vol. 3298, Pages 115-117
Regulated Air Pollutants	TX 3-993-776	Radian Corporation	Assigned to RLLC 10/25/96 Vol. 3298, Pages 115-117
Proposed NSR/CAA/Chas I Impact Action	TX 4-809-802	Radian Corporation	Assigned to RLLC 10/25/96 Vol. 3298, Pages 115-117

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FROM LATHAM & WATKINS

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TITLES OF WORKS	REGISTRATION NUMBERS	ORIGINAL CLAIMANT	STATUS
Hazardous Organic NESHAP (HON) Timeline	TX 4-467-478	Radian Corporation	Assigned to RELIC 10/25/96 Vol. 3298, Pages 115-117
PSD Applicability and Requirements Chart	TX 3-787-929	Radian Corporation	Assigned to RELIC 10/25/96 Vol. 3298, 115-117
EDMS™	TX 3-211-111	Radian Corporation	Assigned to RELIC 10/25/96 Vol. 3298, 115-117
NESHAP (MACT STANDARDS) Projects with Regulatory Actions	TX 4-450-473	Radian Corporation	Assigned to RELIC 10/25/96 Vol. 3298, 115-117
NESHAP (MACT STANDARDS) due by 1997	TX 4-422-070	Radian International LLC	
NESHAP (MACT STANDARDS) due by 2000	TX 4-422-072	Radian International LLC	
NESHAP (MACT STANDARDS) Regulations Scheduled for 1992 and 1994	TX 4-422-071	Radian International LLC	
RCRA Corrective Action History	TX 4-284-539	Radian International LLC	
Total Chemical Management from Submission to Disposal		Radian International LLC	Copyright application filed 11/12/97

PATENT APPLICATIONS / REGISTRATIONS

June 6, 1998

TITLE	SERIAL/REGS. #	FILED/REGS. DATE	STATUS
Process for Wastewater Treatment	4,737,280	4/12/98	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197
Process for Wastewater Treatment	4,790,940	12/13/98	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197
Radio Acoustic Sensing System for Remotely Determining Atmospheric Temperature Profiles	5,122,805	6/16/92	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197
Bio-Slurry Reaction System and Process for Hazardous Waste Treatment	5,232,596	8/3/93	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197
Method and Device for Determining Biological Properties	5,321,974	6/21/94	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197. With allow to issue per 3/31/98 letter of Klausner & Jackson.
Method and Device for Determining Biological Properties	5,357,785	10/25/94	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197. With allow to issue per 3/31/98 letter of Klausner & Jackson.
Apparatus and Method for Reducing NO _x , CO and Hydrocarbon Emissions When Burning Gaseous Fuels	5,478,224	11/28/95	Registered Assignment to Radinn International LLC recorded at USPTO, Reel 8313 Frame 0479, 327197

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FROM LATHAM & WATKINS

Attachment F

TITLE	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
Apparatus and Method for Reducing NO_x , CO and Hydrocarbon Emissions When Burning Gaseous Fuels	5,407,347	4/18/95	Registered Assignment to Radwin International LLC recorded at USPTO, Reel E313 Frame 0479, 3/27/97
Phased Array Acoustic Antenna System	5,579,304	4/23/96	Registered Assignment to Radwin International LLC recorded at USPTO, Reel E313 Frame 0479, 3/27/97
Atmospheric Remote Sensing Instrument System	5,544,525	8/13/96	Registered Assignment to Radwin International LLC recorded at USPTO, Reel E313 Frame 0479, 3/27/97
Improved Quasi-Optical Antenna Design	5,670,338	2/4/97	Registered Assignment to Radwin International LLC recorded at USPTO, Reel E316 Frame 0837, 3/27/97
Method & System for Remanufacturing Greenhouses	60,063,367	10/29/97	Provisional application Expires 10/29/98
Separation of VOC's and Carbon Dioxide from Gas Streams	60,066,000	11/14/97	Provisional application Expires 11/14/98
Wastewater Treatment (U.S.)	06/078,151	6/18/97	Issue Fee paid 1/20/98 (revising Patent) Assignment to Radwin International LLC filed 1/20/98
Wastewater Treatment (PCT)	PCT/US96/05970 WO96/34830	4/30/96 11/7/96	Search published 9/20/96 Ch. II Demand filed 11/12/96
Wastewater Treatment (Argentina)	P 96 01 02400 (formerly 336.356)	4/30/96	Application proceeding with foreign associate Office action responses filed 3/97 File examination request by 4/30/99
Wastewater Treatment (Australia)	5718396	11/26/97	Application proceeding with foreign associate File examination request (normal or modified) by 6/10/98

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Attachment F

TITLE	SERIAL/REGIS. N	FILED/REGIS. DATE	STATUS
Wastewater Treatment (Canada)	2102121	10/30/97	Application proceeding with foreign associate 10/30/97 requested entry into Canadian Natl. Phase Annulity due 4/30/98
Wastewater Treatment (Chile)	698-96	4/30/96	Application proceeding with foreign associate 10/17/97 - foreign associate requested copy of patent belonging to same family mentioned in search reports (supplied?)
Wastewater Treatment (Morocco)	9704420	10/31/97	Application proceeding with foreign associate Filed Ch. II application 12/2/97 - foreign associate requested Power of Attorney (supplied?)
Wastewater Treatment (Thailand)	031156	4/30/96	Application proceeding with foreign associate File examination request by 7/30/92, but after patent granted elsewhere
Wastewater Treatment (Vietnam)	714-96	4/30/96	Application proceeding with foreign associate (no correspondence since 8/2/96)
Bio-Starry Reaction System & Process for Hazardous Waste Treatment (Canada)	2102121 1290613	9/24/92 5/13/94	Issued Assigned to RBLJC
Bio-Starry Reaction System & Process for Hazardous Waste Treatment (BFO)	939063376	9/24/92 1/26/97	Granted, proceeding with Belgium, Denmark, France, Germany, UK, Italy, Netherlands & Spain Assigned to RBLJC
Bio-Starry Reaction System & Process for Hazardous Waste Treatment (Japan)	05-506951	9/24/92	Application proceeding Assignment in progress
Bio-Starry Reaction System & Process for Hazardous Waste Treatment (Mexico)	905734 182793	10/6/92 9/30/96	Assignment in progress Agent instructed to abandon 4/98

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Attachment F

TITLE	SERIAL/REGIS. #	FILED/REGIS. DATE	STATUS
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (Brazil)	P194117414-4	7/12/94	Assignment in progress. Agent instructed to abandon 4/98
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (Canada)	2167320	7/12/94	Assigned to Radion International LLC
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (Chile)	1014-94	7/13/94	Assignment in progress Agent instructed to abandon 4/98
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (CRO)	94923414	7/12/94	Assigned to Radion International LLC
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (Mexico)	945483	7/18/94	Assignment in progress Agent instructed to abandon 4/98
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (Taiwan)	23102347 872483	3/17/94 11/22/95	Assigned to Radion International LLC Agent instructed to abandon 4/98
Appendix A Method for Reducing NOx, CO & Hydrocarbon Emissions When Burning Gaseous Fuels (Venezuela)	1028-94	7/15/94	Assignment in progress Agent instructed to abandon 4/98

TITLE	SERIAL/REGS. #	FILED REGS. DATE	STATUS
Controlling Emissions from Oxyal Dehydrogen (Canada)	2162575	5/5/94	Assigned to Radium International LLC
Controlling Emissions from Oxyal Dehydrogen (Mexico)	941345	5/9/94	Assignment in progress
Controlling Emissions from Oxyal Dehydrogen (Venezuela)	543094	5/9/94	Assignment in progress Agent instructed to abandon 4/98
Plasma Array Acoustic Antenna System (EPO)	95920421	8/9/95	Assigned to Radium International LLC
Apparatus & Method for Reducing NOx & Hydrocarbon Emissions When Burning Gaseous Fuels (Australia)	2164995	4/26/95	Assigned to Radium International LLC
Apparatus & Method for Reducing NOx & Hydrocarbon Emissions When Burning Gaseous Fuels (Canada)	2188778	4/26/95	Assigned to Radium International LLC
Apparatus & Method for Reducing NOx & Hydrocarbon Emissions When Burning Gaseous Fuels (EPO)	95917685	4/26/95	Assigned to Radium International LLC
Apparatus & Method for Reducing NOx & Hydrocarbon Emissions When Burning Gaseous Fuels (Mexico)	956152	4/26/95	Assignment in progress Agent instructed to abandon 4/98

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Attachment F

TITLE	SERIAL/REGIS. N	FILED/REGIS. DATE	STATUS
Apparatus & Method for Reducing NOx & Hydrocarbon Emissions When Burning Gaseous Fuels (Taiwan)	83102347 A(1)	5/12/94	Assigned to Radian International LLC Agent instructed to abandon 4/98
Digitally Controlled Pulse Shape Design for Pulsed Radar Systems & Radar Wind Profilers (PCT)	PCT/US97/04430 WI 97/33240	3/20/97 9/25/97	Assigned to Radian International LLC Entered into the US national phase on 1/20/97

Attachment C

DEI / AWD TECHNOLOGIES PATENTS

June 6, 1998

TITLE	SERIAL/REG. #	FILED/REG. DATE	STATUS
Soil and Groundwater Remediation System	4,996,634	10/30/90	Registered Pending Assignment Maintenance fee paid 4/11/94
Soil and Groundwater Remediation System	4,946,934	7/11/89	Registered Pending Assignment Maintenance fee paid 1/7/97

ACKNOWLEDGEMENT AND CONSENT

Each of the undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of July __, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of Canadian Imperial Bank of Commerce, as Administrative Agent. Each of the undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

9. Such of the undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.

10. Such of the undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the following events described in Section 5.7(a) of the Agreement.

11. The terms of Section 6.3(c) of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) of the Agreement.

[NAMES OF ISSUERS]

By _____

Name:

Title:

Address for Notices:

Fax:

ASSUMPTION AGREEMENT, dated as of _____, 199__, made by _____, a _____ corporation (the "Additional Grantor"), in favor of Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Dames & Moore Group (the "Borrower"), the Lenders, _____, as Documentation Agent, _____, as Syndication Agent, and the Administrative Agent have entered into a Credit Agreement, dated as of _____, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of _____, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral

Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

Supplement to Schedule 7

Supplement to Schedule 8