

11-04-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101191945
TRADEMARKS ONLY

SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission Document ID # (Non-Recordation)
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License
☒ Security Agreement ☐ Nunc Pro Tunc Assignment
☐ Merger Effective Date
Month Day Year
☐ Change of Name
☐ Other

Conveying Party

☒ Mark If additional names of conveying parties attached

Name URS Corporation Execution Date
Month Day Year
06091999
Formerly
☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
☐ Other
☒ Citizenship/State of Incorporation/Organization a Delaware corporation

Receiving Party

☐ Mark If additional names of receiving parties attached

Name Wells Fargo Bank, National Association, as Administrative Agent
DBA/AKA/TA
Composed of
Address (line 1) 201 Third Street, 8th Floor
Address (line 2)
Address (line 3) San Francisco CA 94103
City State/Country Zip Code
☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an
assignment and the receiving party
is not domiciled in the United States,
an appointment of a domestic
representative should be attached.
(Designation must be a separate
document from Assignment).
☐ Corporation ☒ Association
☐ Other
☒ Citizenship/State of Incorporation/Organization United States

FOR OFFICE USE ONLY

11/03/1999 MTHA11 00000245 75644265

01 FC:481
02 FC:482

40.00 OP
150.00 OP

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

TRADEMARK
REEL: 001984 FRAME: 0802

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(415) 984-8774

Name Jill H. Matichak, Esq.

Address (line 1) O'Melveny & Myers LLP

Address (line 2) Embarcadero Center West

Address (line 3) 275 Battery Street, Suite 2600

Address (line 4) San Francisco, CA 94111

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

10

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/644,265

75/644,066

2,148,996

1,379,575

1,379,574

2,148,995

1,365,011

Number of Properties

Enter the total number of properties involved.

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

500639

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Jill H. Matichak, Esq.

Name of Person Signing

Signature

10/28/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

☒

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name See Attachment A-Continuation of Recordation Form Cover Sheet

06091999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

ATTACHMENT A

CONTINUATION OF RECORDATION FORM COVER SHEET

Name of Conveying Party(ies):

Demeter Acquisition Corporation (DE Corporation)

GCH Acquisition Corp. (PA Corporation)

Geo-Con, Inc. (PA Corporation)

URS Consultants, Inc. – Florida (FL Corporation)

URS Greiner Woodward-Clyde Consultants, Inc. (DE Corporation)

URS Greiner Woodward-Clyde Consultants, Inc. –Colorado (CO Corporation)

URS Greiner Woodward-Clyde Engineering, Inc. (NV Corporation)

URS Greiner Woodward-Clyde Federal Services, Inc. (DE Corporation)

URS Greiner Woodward-Clyde Group Consultants, Inc. (NY Corporation)

URS Greiner Woodward-Clyde Group, Inc. (DE Corporation)

URS Greiner Woodward-Clyde, Inc. –California (CA Corporation)

URS Greiner Woodward-Clyde, Inc. –Ohio (OH Corporation)

URS Greiner Woodward-Clyde, Inc. –Washington (WA Corporation)

URS Greiner Woodward-Clyde, Inc. (CO Corporation)

URS Greiner Woodward-Clyde, Inc. (CT Corporation)

URS Greiner Woodward-Clyde, Inc. Great Lakes (MI Corporation)

URS Greiner Woodward-Clyde, Inc. (MD Corporation)

URS Greiner Woodward-Clyde, Inc. Pacific (NV Corporation)

URS Greiner Woodward-Clyde, Inc. Southern (CA Corporation)

URS Greiner Woodward-Clyde, Inc. Southwest (AZ Corporation)

URS Greiner Woodward-Clyde International –Americas, Inc. (NV Corporation)

URS Greiner Woodward-Clyde International Holdings, Inc. (DE Corporation)

URS Greiner Woodward-Clyde Licensing Corp. (DE Corporation)

URS Greiner Woodward-Clyde Operating Services, Inc. (DE Corporation)

WVP Corporation (MO Corporation)

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, URS Corporation, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of June 9, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined), the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Wells Fargo Bank, National Association, as co-lead arranger and administrative agent for the Lenders (in such capacity, "**Secured Party**"), and Morgan Stanley Senior Funding, Inc., as co-lead arranger and syndication agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders or their Affiliates (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of June 9, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Company, certain Subsidiaries of Company and Secured Party, Company and the undersigned Subsidiaries (each a "**Grantor**" and collectively "**Grantors**"), Grantors have agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by or licensed to such Grantor, or hereafter owned by or licensed to such Grantor and used by such Grantor, in its business (including the trademarks specifically identified on Schedule A) (collectively, the "**Trademarks**"), all registrations and applications for registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign

countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

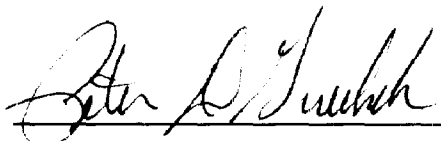
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of June, 1999.

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent and
Secured Party

By: 

Name: Peter Gruebele

Title: Vice President

GRANTORS:

URS CORPORATION, a Delaware
corporation

By: 

Name: Kent P. Ainsworth

Title: Executive Vice President and
Chief Financial Officer

**DEMETER ACQUISITION
CORPORATION**, a Delaware corporation

URS CONSULTANTS, INC. - FLORIDA,
a Florida corporation

**URS GREINER WOODWARD-CLYDE
CONSULTANTS, INC.**, a Delaware
corporation

**URS GREINER WOODWARD-CLYDE
CONSULTANTS, INC. - COLORADO**, a
Colorado corporation

**URS GREINER WOODWARD-CLYDE
ENGINEERING, INC.**, a Nevada
corporation

**URS GREINER WOODWARD-CLYDE
GROUP CONSULTANTS, INC.**, a New
York corporation

**URS GREINER WOODWARD-CLYDE,
INC. - CALIFORNIA**, a California
corporation

**URS GREINER WOODWARD-CLYDE,
INC. - OHIO**, an Ohio corporation

**URS GREINER WOODWARD-CLYDE,
INC. - WASHINGTON**, a Washington
corporation

**URS GREINER WOODWARD-CLYDE,
INC.,** a Colorado corporation

**URS GREINER WOODWARD-CLYDE,
INC.,** a Connecticut corporation

**URS GREINER WOODWARD-CLYDE,
INC. GREAT LAKES,** a Michigan
corporation

**URS GREINER WOODWARD-CLYDE,
INC.,** a Maryland corporation

**URS GREINER WOODWARD-CLYDE,
INC. PACIFIC,** a Nevada corporation

**URS GREINER WOODWARD-CLYDE,
INC. SOUTHERN,** a California corporation

**URS GREINER WOODWARD-CLYDE,
INC. SOUTHWEST,** an Arizona corporation

**URS GREINER WOODWARD-CLYDE
INTERNATIONAL-AMERICAS, INC.,** a
Nevada corporation

WVP CORPORATION, a Missouri
corporation

Each By: Kent Ainsworth

Name: Kent P. Ainsworth
Title: Executive Vice President and
Chief Financial Officer

GCH ACQUISITION CORP., a
Pennsylvania corporation

GEO-CON, INC., a Pennsylvania
corporation

Each By: _____


Name: Jean-Yves Perez
Title: President

URS GREINER WOODWARD-CLYDE
FEDERAL SERVICES, INC., a Delaware
corporation

By: _____


Name: Gary V. Jandegian
Title: President

URS GREINER WOODWARD-CLYDE
GROUP, INC., a Delaware corporation

By: _____


Name: Kent P. Ainsworth
Title: Chief Financial Officer

**URS GREINER WOODWARD-CLYDE
LICENSING CORP.**, a Delaware
corporation

By: Cynthia L. Jorgensen

Name: Cynthia L. Jorgensen

Title: President and Treasurer

**URS GREINER WOODWARD-CLYDE
OPERATING SERVICES, INC.**, a
Delaware corporation

By: Cynthia L. Jorgensen

Name: Cynthia L. Jorgensen

Title: Vice President and Treasurer

**GEO-CON, INC., a Pennsylvania
corporation**

By: _____

Name: Jean-Yves Perez

Title: President

**URS GREINER INTERNATIONAL
HOLDINGS, INC., a Delaware corporation**

By: _____

Name: Joseph Masters

Title: Vice President

SCHEDULE A**UNITED STATES – FEDERAL TRADEMARKS**

MARK	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ FILING DATE	OWNER	STATUS
WOODWRD-CLYDE	75/644,265	FILED 2/19/99	URS CORPORATION	PENDING APPLICATION
WOODWARD-CLYDE	75/644,066	FILED 2/19/99	URS CORPORATION	PENDING APPLICATION
URS GREINER	2,148,995	REGISTERED 4/7/98	URS CORPORATION	REGISTERED
URS GREINER	2,148,996	REGISTERED 4/7/98	URS CORPORATION	REGISTERED
URS	1,379,575	REGISTERED 1/21/86	URS CORPORATION	REGISTERED
MAKING TECHNOLOGY WORK	1,379,574	REGISTERED 1/21/86; CANCELLED 9/15/92	URS CORPORATION	CANCELLED
DALTON INTERIORS	1,365,011	REGISTERED 10/8/85 CANCELLED 10/3/88	URS CORPORATION	CANCELLED



O'MELVENY & MYERS LLP

LOS ANGELES
CENTURY CITY
NEWPORT BEACH
NEW YORK
WASHINGTON, D.C.

Embarcadero Center West
275 Battery Street
San Francisco, California 94111-3305

TELEPHONE (415) 984-8700
FACSIMILE (415) 984-8701
INTERNET: www.omm.com

HONG KONG
LONDON
SHANGHAI
TOKYO

October 28, 1999

VIA CERTIFIED MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

OUR FILE NUMBER
918,120-181

WRITER'S DIRECT DIAL
415-984-8877

WRITER'S E-MAIL ADDRESS
ewilsher@omm.com

Re: **Recordation of Grant of Security Interest –
URS Corporation Trademarks**

Dear Sir or Madam:

Enclosed please find the following documents:

- executed Recordation Form Cover Sheet;
- Grant of Security Interest;
- our check in the amount of \$190.00 (Check No.1451) covering the recordation fees
- a postcard to be date-stamped and returned to us as indicated.

Please charge any deficiencies or overpayments in fees to Deposit Account No. 500639.
Thank you for your assistance. Please call me at (415) 984-8729 with any questions or concerns.

Very truly yours,

Ella Wilsher
Legal Assistant

EW:ew

Enclosures

cc: Jill Matichak, Esq.(w/encls.)

SF1:372667.1

TRADEMARK
REEL: 001984 FRAME: 0816

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Certified/Return Receipt Mail (Receipt No. Z 556 664 900).

in an envelope addressed to:

Commissioner For Trademarks
Box Assignments
Washington, DC 20231

on October 28, 1999.

Ella Wilster