

01-29-2002

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. 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): 1-17-02GZA GeoEnvironmental Technologies,
Inc.

- ☐ 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: November 26, 2001

2. Name and address of receiving party(ies)

Name: KeyBank National Association

Internal

Address: _____

Street Address: One Canal PlazaCity: Portland State: ME Zip: 04101

- ☐ Individual(s) citizenship _____
☒ Association National Banking Association
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

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

B. Trademark Registration No.(s)

1753068, 1722654, 1644705, 1528757Additional number(s) attached ☐ Yes ☒ No

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

Name: Dennis C. Sbrega, Esq.

Internal Address: _____

Street Address: PretiFlahertyOne Canal Plaza, P.O. Box 9546City: Portland State: ME Zip: 04112

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach 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.

Dennis C. Sbrega, Esq.

Name of Person Signing

Dennis Sbrega
Signature

11/26/01

Date

Total number of pages including cover sheet, attachments, and document: 4

01/29/2002 LMUELLER 00000014 1753068

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

01 FC:481
 02 FC:482

40.00 OP
 75.00 OP

TRADEMARK
 REEL: 002432 FRAME: 0139

U.S. TRADEMARK MEMORANDUM OF SECURITY AGREEMENT
(U.S. TRADEMARKS, U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS)

WHEREAS, GZA GeoEnvironmental Technologies, Inc., a Delaware corporation ("Debtor") owns the U.S. Trademarks and U.S. Trademark registrations and applications for U.S. Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of a certain Intellectual Property Security Agreement ("Security Agreement") dated as of November 26, 2001 (as said Security Agreement may be amended from time to time) between Debtor and KeyBank National Association, a national banking association ("Secured Party"), the Debtor has granted to the Secured Party a security interest in Borrower's IP Collateral, as defined that term is and described in the Security Agreement, including all right, title and interest of Debtor in, to and under all U.S. Trademarks owned by Debtor, U.S. Trademark registrations owned by Debtor, together with any reissues, extensions, or renewals thereof, and all of Debtor's applications for U.S. Trademarks or registrations thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized thereby or associated therewith and the applications therefor and the registrations thereof, and all products and proceeds thereof including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated good will, to secure the payment of all secured obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to the Secured Party a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "U.S. Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each U.S. Trademark, U.S. Trademark registration and U.S. Trademark application owned by Debtor, and all of the goodwill of the business symbolized thereby or associated therewith including, without limitation, each U.S. Trademark, U.S. Trademark registration, and U.S. Trademark application referred to in Schedule 1 annexed hereto;

(ii) all products and proceeds of the foregoing including, without limitation, any claim by Debtor against third parties for present or future infringement or dilution after the date hereof of any U.S. Trademark or U.S. Trademark registration, or for injury to the goodwill of the business symbolized thereby or associated therewith.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the U.S. Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms used herein which are defined in the Security Agreement and not otherwise defined herein are used herein as therein defined.

IN WITNESS WHEREOF, Debtor has caused this U.S. Trademark Memorandum of Security Agreement to be duly executed by its officer, thereunto duly authorized, as of this 26th day of November, 2001.

Witness:
[Signature]

GZA GEOENVIRONMENTAL TECHNOLOGIES, INC.

By: *[Signature]*
Name: William R. Beloff
Title: President

ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION

By: *[Signature]*
Name: Mitchell B. Feldman
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Worcester, ss.

November 26, 2001

Personally appeared the above-named William R. Beloff, President of GZA GeoEnvironmental Technologies, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of GZA GeoEnvironmental Technologies, Inc.

Before me,

[Signature]
Notary Public/Attorney at Law

Print Name: BARBARA J. LUBIN
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 12, 2007

SCHEDULE 1

TRADEMARKS

| Owner | Jurisdiction | Serial No. Registration No. | Registration Date | Description/ Mark |
|--------------------------------------------|--------------|--------------------------------|----------------------|--------------------------------------------------|
| GZA GeoEnvironmental Technologies, Inc. | U.S.A. | 1753068 | 2/16/93 | GZA GeoEnvironmental |
| GZA GeoEnvironmental Technologies, Inc. | U.S.A. | 1722654 | 10/6/92 | GZA GeoEnvironmental (AU) (Classes 41 and 42) |
| GZA GeoEnvironmental Technologies, Inc. | U.S.A. | 1644705 | 5/14/91 | GZA (Wordmark) |
| GZA GeoEnvironmental Technologies, Inc. | U.S.A. | 1528757 | 12/18/80 | GZA (stylized) |

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