

02-21-2002

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

Tab settings

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

1. Name of conveying party(ies):

Washington Group International, Inc.

1-29-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution date: January 24, 2002

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

Name:

Credit Suisse First Boston

Internal

Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional number(s) attached Yes No

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

Name: Lester C. Szeto

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

230800

(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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

January 29, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

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

02/20/2002 DBYRNE 00000160 230800 76086185

01 FC:4A1 40.00 CH
02 FC:4B2 100.00 CH

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT

<u>TRADEMARK</u>	<u>APP. /REG. NO.</u>	<u>OWNER</u>
WASHINGTON GROUP	76/086,185	Washington Group International Inc. (Delaware)
WASHINGTON	76/087,544	Washington Group International Inc. (Delaware)
RUST AND QUALITY – A COMPANY AND A COMMITMENT	1,475,316	Washington Group International Inc. (Delaware)
RUST and Design	1,278,330	Washington Group International Inc. (Delaware)
Stylized “W”	76/087,922	Washington Corporations (licensed for use by Washington Group International Inc.)

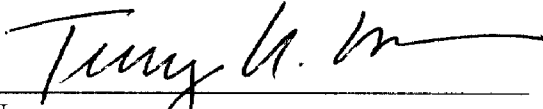
Washington Group International, Inc. (Ohio) has a non-exclusive, non-transferable, license to use the Stylized “W” mark pursuant to a license agreement with Washington Corporations dated August 1, 2000.

Pursuant to a side letter dated July 7, 2000, to the Stock Purchase Agreement between Raytheon and Morrison Knudsen Corporation, the use of the name “Raytheon” by Morrison Knudsen Corporation (now Washington Group International, Inc.) is permitted only as authorized in Section 8.10 of that agreement, which states that Morrison Knudsen Corporation will immediately cease using “RAYTHEON” with some specific exceptions, and that Morrison Knudsen Corporation has a two year period after Closing to conduct its business under the name “Morrison Knudsen-Raytheon Engineers & Constructors” or MK/Raytheon Engineers & Constructors.”

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WASHINGTON GROUP INTERNATIONAL, INC.,
as Borrower and Grantor

By: 
Name: **TERRY K. ELLER**
Title: **AUTHORIZED OFFICER**

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2002 (this "*Agreement*"), by WASHINGTON GROUP INTERNATIONAL (the "*Borrower*") and each of the other entities listed on the signature pages hereof [or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below] (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Credit Suisse First Boston ("*CSFB*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Lenders and Issuers party thereto and CSFB, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the 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.

Section 4. Counterparts

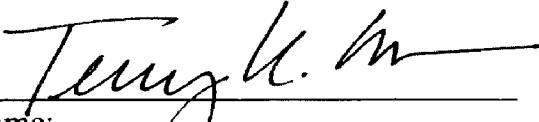
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

[SIGNATURE PAGES FOLLOW]

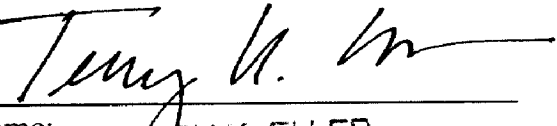
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WASHINGTON GROUP INTERNATIONAL, INC.,
as Borrower and Grantor

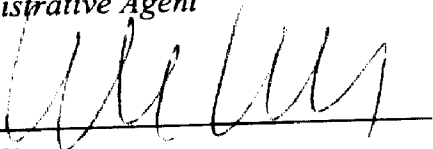
By: 
Name: TERRY K. ELLER
Title: AUTHORIZED OFFICER

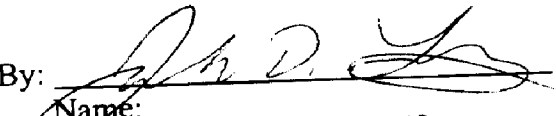
[GRANTOR],
as Grantor

By: 
Name: TERRY K. ELLER
Title: AUTHORIZED OFFICER

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

By: 
Name:
Title:

By: 
Name:
Title: JOHN D. LEWIS
ASSOCIATE

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York
COUNTY OF New York) ss.

On this 25 day of January, 2002 before me personally appeared Terry K. Eller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Washington Group Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Francheska Marquez
Notary Public

FRANCHESKA MARQUEZ
Notary Public, State of New York
No. 01MA6066704
Qualified in New York County
Commission Expires November 19, 2005