08-05-2002

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):
MACTEC, Inc. 8-5-02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Colorado
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: BNP Paribas
Internal Address:
Street Address: 1200 Smith Street, Suite 3100
City: Houston State: TX Zip: 77002

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Banking

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: November 21, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/206,535
76/168,757
B. Trademark Registration No.(s) 1,781,670;
1,697,930; 2,270,421; 2,273,777

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George M. Borababy, Esq.
Internal Address:
Street Address: Patton Boggs LLP
2550 M Street, N.W.
City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....$ 215.00

- [x] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:
500-709

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy
Name of Person Signing

Signature

7/10/02
Date

Total number of pages including cover sheet, attachments, and document: 17

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

08/05/2002 TDIAZ1 00000088 76206535
01 FC:481 40.00 OP
02 FC:482 175.00 OP

8-5-02

Recordation Form Cover Sheet
Trademarks

4. Continuation of Trademark Registration Numbers:

- 2,449,725
- 2,108,523

COPY

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of November 21, 2001 by and between **MACTEC, INC.**, a Colorado corporation (the "Borrower") having a mailing address at 1627 Cole Boulevard, Golden, CO 80401, and **BNP PARIBAS**, a bank organized under the laws of France acting through its Houston, Texas agency, as Secured Party, having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002 or at such other place as the Secured Party shall designate in writing to the Company ("Secured Party").

BACKGROUND

Secured Party may from time to time make loans or otherwise provide credit accommodations to MACTEC, INC., a Colorado corporation ("Mactec") and HARDING ESE, INC., a Delaware corporation ("Harding"; Harding and Mactec, collectively the "Debtor"), which are evidenced by a certain Demand Note dated on or about November 21, 2001, in the stated principal amount of $5,000,000 (as the same may be amended from time to time the "Note"). In order to induce Secured Party to provide the loans and other credit accommodations evidenced by the Note, Borrower hereby agrees to execute and deliver to Secured Party, this Trademark Collateral Security Agreement ("Agreement"). This Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Note and other Related Documents under which Secured Party is granted a lien on and security interest in the Trademarks, whereby Secured Party shall have the right to foreclose, subject to grace periods set forth therein, on the Trademarks in the event of the occurrence and continuance of a default or event of default under the Note.

NOW, THEREFORE, in consideration of the premises, Borrower and Secured Party hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Excluded Property" means property encumbered by a Lien existing on the date of this Agreement which is listed on Schedule III, but only if the security agreement which created such Lien provides that the granting of any additional Lien on such property constitutes a default under such security agreement.

"Existing Agented Credit Agreement" means that certain Second Amended and Restated Credit Agreement dated as of June 2, 2000, by and among Mactec, Harding and BNP

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Paribas, as agent and lender, and the lenders and guarantors party thereto, as amended from time to time.

"Guaranty" shall mean, individually and collectively, that certain Guaranty Agreement, dated as of the date hereof, by and among Pacific Environmental Services, Inc., Validation and Process Associates, Inc., Harding Lawson Associates International, Inc., Regional Engineers, Planners & Surveyors, Inc., Harding ESE of Michigan, Inc., MACTEC Development Corporation, MACTEC – Rocky Flats, Inc., MACTEC Constructors, Inc., MACTEC Environmental Restoration Services, L.L.C. and MACTEC Environmental Technologies Company, L.L.C., in favor of Secured Party pursuant to which such entities have guaranteed to Secured Party the full and prompt payment and performance of, among other things, the Secured Obligations, together with any and all other existing or future guaranties executed by any person or entity in favor of Secured Party which guaranties all or any portion of the Secured Obligations as amended from time to time.

"Guarantor" means any person or entity that has executed or hereafter executes a Guaranty.

"Licenses" shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Loan" means, individually and collectively, any and all loans and/or other credit accommodations provided to Debtor by Secured Party from time to time evidenced by the Note.

"Material Adverse Effect" means, relative to any occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding), (a) a material adverse effect on the financial condition, business, operations, prospects or assets of the Debtor on an individual basis or the Debtor and its subsidiaries taken as a whole, or (b) a material impairment of the ability of the Debtor on an individual basis or the Debtor and its subsidiaries taken as a whole to perform obligations under the Related Documents or (c) an impairment of the validity or enforceability of any Related Document in any manner which materially affects any material rights and/or material benefits intended to be bestowed on the Secured Party under the Related Documents.

"Obligations" means any obligations of every nature of Debtor and/or the Guarantors now or hereafter existing under the Note, this Agreement, any Guaranty and any other Related Document to which Debtor and/or any Guarantor is a party, and all renewals, extensions, restructurings and refinancings of any of the above including but not limited to (i) all of the unpaid principal amount of, and accrued interest on, the Note and (ii) all prepayment, commitment and other fees related to any loan or other credit accommodation owed by the Debtor from time to time evidenced by the Note.

"Pledge Agreement" shall mean that certain Pledge and Security Agreement dated as of November 21, 2001, by Debtor, and PACIFIC ENVIRONMENTAL SERVICES, INC., a California corporation in favor of Secured Party, as amended from time to time.

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"Proceeds" shall have the meaning assigned to it under Section 9-102(a)(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Related Documents" shall collectively mean the Note, Pledge Agreement, Security Agreement, the Guaranty, this Agreement and any other existing or future documentation which has been or is hereinafter executed by the Debtor or any other persons or entity for the benefit of Secured Party in connection with the Loan, as amended from time to time.

"Security Agreement" shall mean that certain Borrower Security Agreement dated as of the date hereof executed by Debtor in favor of Secured Party as amended from time to time.

"Trademarks" shall mean the U.S. registered trademarks and pending applications referenced to in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Secured Party a security interest (the "Security Interest") in and to the following property, but excluding the Excluded Property: (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable

under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable except where a lack of subsistence or invalidity would not cause a Material Adverse Effect;

(b) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons expressly relating to such Trademarks), except for (a) the Licenses referred to in Schedule I attached hereto, (b) Permitted Liens (as defined below), and (c) liens, charges and encumbrances not causing a Material Adverse Effect;

(c) Borrower has the corporate power and authority to enter into this Agreement and perform its terms;

(d) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks except where such a lack of notice would not cause a Material Adverse Effect; and

(e) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks except where such an inconsistency would not cause a Material Adverse Effect.

4. Covenants. Borrower covenants and agrees with Secured Party that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Secured Party, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code

with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law.

(b) Maintenance of Trademarks. If such action or omission would cause a Material Adverse Effect, Borrower will not do any act, or omit to do any act, that causes the Trademarks or any registration or application appurtenant thereto, to become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise substantially diminish in value. If the failure to do so would cause a Material Adverse Effect, Borrower shall take reasonable action at its expense, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I to the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of such licenses.

(c) Indemnification. (A) Borrower assumes all responsibility and liability arising from its use of the Trademarks, and Borrower hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks except a claim, suit, loss, damage or expense from Secured Party's gross negligence or willful misconduct. (B) In any suit, proceeding or action brought by Secured Party under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach of Borrower of any obligation thereunder or arising out of any other security agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Secured Party unless attributable to the Secured Party's gross negligence or willful misconduct.

(d) Limitation of Liens on Collateral. Except for Liens in favor of Secured Party and Liens permitted by Section 8.04 of the Existing Agented Credit Agreement (the "Permitted Liens"), Borrower will not create, permit or suffer to exist any lien, security interest, encumbrance, claim or right, in or to the Collateral, and to any of Borrower's rights under the Licenses and to the Proceeds thereof unless such a lien, security interest, encumbrance, claim or right would not cause a Material Adverse Effect.

(e) Limitations on Modifications of Licenses. To the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of any License, Borrower will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) unless such amendment, modification, termination or failure to exercise would not cause a Material Adverse Effect.

(f) Limitation on Further Uses of Trademarks. Except for Permitted Liens, Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without written consent of Secured Party, unless such actions would not cause a Material Adverse Effect.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Secured Party 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 Borrower and in the name of Borrower or in its own name, from time to time in Secured Party's discretion, for the purposes of carrying out the terms of this Agreement, upon and during the continuation of the failure of Debtor or any Guarantor to pay or perform any of the Secured Obligations (as such term is defined in the Security Agreement) in full when due or failure by Borrower to perform any Obligations under 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, hereby gives Secured Party the power and right, on behalf of Borrower, to do the following:

(i) Upon and during the continuation of the failure of Debtor or any Guarantor to pay or perform any of the Secured Obligations (as such term is defined in the Security Agreement) in full when due or failure by Borrower to perform any Obligations under this Agreement, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon and during the continuation of the failure of Debtor or any Guarantor to pay or perform any of the Secured Obligations (as such term is defined in the Security Agreement) in full when due or failure by Borrower to perform any Obligations under this Agreement, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon and during the continuation of the failure of Debtor or any Guarantor to pay or perform any of the Secured Obligations (as such term is defined in the Security Agreement) in full when due or failure by Borrower to perform any Obligations under this Agreement, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Secured Party or as Secured Party

shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to 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 part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may reasonably deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option all acts and things which Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Secured Party may require in order to confirm this power of attorney, or which Secured Party may deem necessary to enforce any of its rights contained in this Agreement.

(b) The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Borrower also authorizes Secured Party to execute, in connection with the sale provided for in paragraph 8(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

6. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Secured Party, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 5 hereof.

7. Performance by Secured Party of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Secured Party incurred in connection with such performance or compliance shall be payable by Borrower to Secured Party on demand and shall constitute Obligations secured hereby.

TRADEMARK
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8. Rights and Remedies.

(a) Upon and during the continuation of the failure of Debtor or any Guarantor to pay or perform any of the Secured Obligations (as such term is defined in the Security Agreement) in full when due or failure by Borrower to perform any Obligations under this Agreement:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Secured Party, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Secured Party, in the same form as received by Borrower (duly endorsed by Borrower to Secured Party, if required); and

(ii) Any and all such payments so received by Secured Party (whether from Borrower or otherwise) may, in the sole discretion of Secured Party, be held by Secured Party as collateral security for, and/or then or at any time thereafter applied in whole or in part by Secured Party against all or any part of the Obligations. Any balance of such payments held by Secured Party and remaining after payment in full of the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) Upon and during the continuation of the failure of Debtor or any Guarantor to pay or perform any of the Secured Obligations (as such term is defined in the Security Agreement) in full when due or failure by Borrower to perform any Obligations under this Agreement, Secured Party may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or Security Agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code, including, without limitation, sale of the Collateral. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Secured Party is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Secured Party to collect any such deficiency and also as to any reasonable attorney's fees incurred by Secured Party with respect to the collection of any of the Obligations and the enforcement of any of Secured Party's respective rights hereunder.

Notwithstanding the foregoing, this Section 8 does not apply while the Existing Agented Credit Agreement is in effect.

9. Termination. Upon payment in full of all Obligations, loans or other credit accommodations evidenced by the Note, the Security Interests shall terminate and all rights to the Collateral shall revert to Borrower. Upon such termination of the Security Interests or release of any Collateral, Secured Party will, at the expense of Borrower, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

TRADEMARK
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10. Notices. Any notice to Secured Party shall be deemed to have been duly given when given under the Security Agreement.

11. No Waiver. No course of dealing between Borrower and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Related Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Related Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. No Modification Except in Writing. This Agreement is subject to modification only by a writing signed by the parties.

15. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with this Agreement.

16. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

Diana Montoya

MACTEC, INC.

By: _____
Name: J. Michael Zika
Title: Vice President & Chief Financial Officer

COPY

TRADEMARK
REEL: 002554 FRAME: 0564

STATE OF COLORADO)
: SS.:
COUNTY OF Jefferson)

Before me, the undersigned, on this 10th day of January, 2002 personally appeared J. Michael Zika, who being by me duly sworn, deposes and says that he is the VP & CFO of **MACTEC, INC.**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Diana M. Montoya
Notary Public
My Commission Expires: 4/5/03

COPY

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated as of November 21, 2001 by and between MACTEC, Inc. and BNP Paribas, Secured Party.

Reg. No. or Application No.	Mark	Reg. or Filing Date
1,781,670	MAC*	07/13/93
1,697,930	MAC (stylized)*	06/30/92
2,270,421	MACTEC	8/17/99
2,273,777	MACTEC, Inc. and Design	8/31/998
2,449,725	TEMS	5/08/01
76/206,535	RADCAP	2/7/01
76/168,757	Harding ESE	11/20/00
2,108,523	NOVOCS	10/28/97

* Registered in the name of Management Analysis Company (now known as MACTEC, Inc.).

SCHEDULE I

Schedule I to the Trademark Collateral Security Agreement dated as of November 21, 2001 by and between MACTEC, Inc. and BNP Paribas, as Secured Party.

None

SCHEDULE II

SPECIAL POWER OF ATTORNEY
[MACTEC, INC.]

STATE OF COLORADO)
: SS.:
COUNTY OF Jefferson)

KNOW ALL MEN BY THESE PRESENTS, that **MACTEC, INC.**, a corporation formed under the laws of Colorado, with its principal office at 1627 Cole Boulevard, Golden, Colorado 80401 ("Borrower") pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes **BNP PARIBAS**, having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002 (hereinafter called the "Secured Party"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. In accordance with the Security Agreement, assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. In accordance with the Security Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Secured Party and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

MACTEC, INC.

By: _____
Name: J. Michael Zika
Title: Vice President & Chief Financial Officer
Date: _____

TRADEMARK
REEL: 002554 FRAME: 0568

STATE OF COLORADO)
: SS.:
COUNTY OF Jefferson)

On this 10th day of January, 2002 before me personally came J. Michael Zika, who, being by me duly sworn, did depose and say that he is the VP & CFO of **MACTEC, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Diana Montoya
Notary Public
My Commission Expires: 4/5/03

SCHEDULE III

Schedule III to the Trademark Collateral Security Agreement dated as of November 21, 2001 by and between MACTEC, Inc. and BNP Paribas, as Secured Party.

Amended and Restated Trademark Collateral Security Agreement between MACTEC, Inc. and Paribas dated June 2, 2000.