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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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T 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):
MACTEC, INC.

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

Additional name(s) of conveying party(ies) attached? [x] Yes [ ] 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: February 15, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/168,757; 76/206,535; 76/350,399; 76/350,397
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: 23

7. Total fee (37 CFR 3.41).....$ 590.00

- [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

8/8/02
Date

Total number of pages including cover sheet, attachments, and document: 13

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

08/19/2002 GTON11 00000188 76168757
01 FC:481 40.00 OP
02 FC:482 550.00 OP

Recordation Form Cover Sheet
Trademarks

1. Continuation of Conveying parties:
   - Pacific Environmental Services, Inc.
   - Validation and Process Associates, Inc.
   - Law Engineering & Environmental Services, Inc.
   - Law Companies Group, Inc.
   - NEXDSS, Inc.
   - Harding ESE

4. Continuation of Trademark Registration Numbers:

   - 2,108,523
   - 2,449,725
   - 2,035,010
   - 1,361,053
   - 2,045,453
   - 2,047,586
   - 1,929,695
   - 1,824,648
   - 2,343,691
   - 2,397,617
   - 1,953,088
   - 2,006,078
   - 2,020,177

   Continuation of Trademark Application Numbers:

   - 76/245,183
   - 76/245,184

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2002, among MACTEC, Inc. and Harding ESE, Inc. (collectively, the "*Company*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of BNP Paribas ("*BNP Paribas*"), as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "*Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 15, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Company, Law Companies Group, Inc., the Guarantors party thereto, the Lenders party thereto, the Issuing Banks party thereto and BNP Paribas, as agent for the Lenders and Issuing Banks, the Lenders and Issuing Banks have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Company are party to the Guaranty pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, 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 Issuing Banks and BNP Paribas as agent under the Credit Agreement to enter into the Credit Agreement and to induce the Lenders and Issuing Banks to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the 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 (as defined in the Security Agreement), hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the 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*"):

all of its owned Trademarks, Trademark Licenses, Service Marks and Service Mark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Service Mark and Service Mark License; and

all Proceeds of the foregoing, including 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) infringement or dilution of any Service Mark or Service Mark licensed under any Service Mark License, or (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, or (iv) injury to the goodwill associated with any Service Mark or any Service Mark licensed under any Service Mark License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any such Trademark License or Service Mark License to the extent the granting of a security interest in such Trademark License or Service Mark License by Grantor to Agent is specifically prohibited by applicable law or by the terms and provisions of such Trademark License or Service Mark License (other than to the extent that such prohibition or the term or provision providing for such prohibition is rendered ineffective pursuant to the Uniform Commercial Code (as defined in the Credit Agreement) or other applicable law, including the Bankruptcy Code); provided, however, that immediately upon the ineffectiveness, lapse or termination of any such prohibition or the term or provision providing for such prohibition, the Trademark Collateral shall include, and Grantor shall be deemed to have granted Agent a security interest in such Trademark License or Service Mark License as if such prohibition or term or provision providing for such prohibition had never been in effect.

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 Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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. **Amendment and Restatement**. The lien on and security interest in the Trademark Collateral granted hereunder by Grantors are in renewal, extension and modification of the liens and security interests previously granted by any Grantor pursuant to any trademark security agreement in connection with the Original Agreement, Restated Agreement or Second Restated Agreement. Such prior liens and security interests are not impaired, released or extinguished hereby; such prior liens and security interests are hereby affirmed, confirmed, ratified and carried forward; and the ranking, perfection and priority of such prior liens and security interests shall continue in full force and effect. This Trademark Security Agreement constitutes an amendment, modification and restatement, but not an extinguishment or novation of the obligations of any Grantor pursuant to each such prior trademark security agreement. With respect to matters relating to the period prior to the effective date of this Agreement, all of the provisions of each such prior trademark security agreement are hereby ratified and confirmed, and shall remain in full force and effect.

[signature page follows]

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

Very truly yours,

MACTEC, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

HARDING ESE, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

PACIFIC ENVIRONMENTAL SERVICES, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

VALIDATION AND PROCESS ASSOCIATES, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

LAW ENGINEERING & ENVIRONMENTAL SERVICES, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

LAW COMPANIES GROUP, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

NEXDSS, INC.

By: _____
Name: J. Michael Zika
Title: Vice President

Accepted and Agreed:

BNP PARIBAS, as Agent

By: _____
Name: Christopher S. Goodwin
Title: Managing Director

By: _____
Name: Lee S. Buckner
Title: Managing Director

Accepted and Agreed:

BNP PARIBAS, as Agent

By:_____
Name: Christopher S. Goodwin
Title: Managing Director

By:_____
Name: Lee S. Buckner
Title: Managing Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF DALLAS)
) ss.
COUNTY OF TEXAS)

On this 15th day of February, 2002 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of MACTEC, Inc., Harding ESE, Inc., Pacific Environmental Services, Inc., Validation and Process Associates, Inc. and Law Engineering & Environmental Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Mary E. Garcia
Notary Public

MARY E. GARCIA
MY COMMISSION EXPIRES
January 16, 2005

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

A. Registered Trademarks

Mark	Registration or Filing Date	Registration No. or Application No.	Owner
MAC	07/13/93	1,781,670	MACTEC, Inc. formerly Management Analysis Company ("MACTEC"), pledged to Lenders
MAC (stylized)	06/30/92	1,697,930	MACTEC, pledged to Lenders
MACTEC	08/17/99	2,270,421	MACTEC, pledged to Lenders
MACTEC, Inc. and Design	08/31/99	2,273,777	MACTEC, pledged to Lenders
NOVOCS (stylized)	10/28/97	2,108,523	MACTEC, pledged to Lenders
TEMS	05/08/01	2,449,725	Harding ESE, Inc., formerly Environmental Science & Engineering, Inc.
Harding ESE	11/20/00	76/168,757	MACTEC
ESE (Design)	02/04/97	2,035,010	MACTEC
RADCAP	02/07/01	76/206,535	MACTEC
ESE	09/17/85	1,361,053	Harding ESE, Inc.
ESE (Expanded Description of Services)	03/18/97	2,045,453	MACTEC
PES (stylized)	03/25/97	2,047,586	Pacific Environmental Services, Inc. ("PES")
i-STEPS (stylized)	10/24/95	1,929,695	PES
i-STEPS (Mexico)	04/06/95	229,023	PES
THERM-O-DETOX	03/01/94	1,824,648	MACTEC Environmental Technologies Company, LLC (to be abandoned or assigned to a Borrower or Guarantor within 30 days of Closing)

i-STEPS (Canada)	01/14/97	TMA 468,757	PES
VPA	04/18/00	2,343,691	Validation and Process Associates, Inc.
Trintegral (& Design)	10/24/00	2,397,617	PES
FaMIS (U.S.)	01/30/96	1,953,088	Law Engineering & Environmental Services, Inc. ("LEES")
LAW/CRANDALL AND DESIGN (U.S.)	10/08/96	2,006,078	LEES
LAW ENGINEERING AND ENVIRONMENTAL SERVICES AND DESIGN (U.S.)	12/03/96	2,020,177	Law Companies Group, Inc., formerly Law Gibb Group, Inc.
FaMIS DIVISION FACILITIES MANAGEMENT INFORMATION SYSTEMS (Arizona)	02/09/95	35076	LEES, formerly Law Crandall, Inc.
FaMIS DIVISION FACILITIES MANAGEMENT INFORMATION SYSTEMS (California)	04/03/95	44,501	LEES
FaMIS (Georgia)	04/14/95	S-14401	LEES
FaMIS (Texas)	02/10/95	54248	LEES
FaMIS (Virginia)	02/14/95	6288	LEES
FaMIS (Washington)	02/09/95	23863	LEES, formerly Law Crandall, Inc.
LAW/CRANDALL AND DESIGN (California)	06/13/95	44,685	LEES
Vertex	12/18/01	76/350,399	NexDSS, Inc.
VERTEX (& Design)	12/18/01	76/350,397	NexDSS, Inc.

B. Trademark Applications

Mark	**Registration or Filing Date**	**Registration No. or Application No.**	**Owner**
MACTEC CHEVRON (Design only)	Application is being prepared for submission		MACTEC

NexDSS	Application submitted 4/23/01		LEES
NexDSS and Design	Application submitted 4/23/01		LEES

C. Trademark Licenses—None