# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Foster Wheeler USA Corporation | | 09/24/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | Sixth and Marquette |
| Internal Address: | Corporate Trust, MAC N9303-120 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55479 |
| Entity Type: | National Banking Association: |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1021180 | PREP |

CH $40.00 1021180

CORRESPONDENCE DATA

Fax Number: (212)822-5423
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 1-212-530-5423
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Attn: Janis Nici/Rm. 4680
Address Line 4: New York, NEW YORK 10005-1413

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 37925-00002 |
| NAME OF SUBMITTER: | Janis Nici |

Total Attachments: 12
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated September 24, 2004, is made by the Persons listed on the signature page hereof (the "**Grantor**", collectively the "**Grantors**") in favor of Wells Fargo Bank, National Association, not in its individual capacity but solely as trustee (the "**Trustee**") for the Secured Parties (as defined in the New Indenture referred to below).

WHEREAS, Foster Wheeler LLC, a Delaware limited liability company, and the Guarantors party thereto have entered into an Indenture dated as of September 24, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**New Indenture**") with the Trustee. Terms defined in the New Indenture or the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the New Indenture or the Security Agreement.

WHEREAS, pursuant to the New Indenture, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated as of September 24, 2004 made by the Grantors and such other Persons to the Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in the Collateral (as defined in Section 1 below) of the Grantors to the Trustee for the benefit of the Secured Parties and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors hereby agrees as follows:

SECTION 1. *Confirmation of Grant of Security*. Each of the Grantors hereby grants to the Trustee for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) The United States patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) The United States trademark and service mark registrations and applications set forth in Schedule B hereto (the "**Trademarks**");

(iii) The United States copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. *Intercreditor Agreement*. The parties acknowledge that, notwithstanding anything to the contrary contained in this Agreement, the rights granted to the Trustee hereunder and under the Security Agreement in the Collateral are subject and subordinate to the rights of Bank of America, N.A., as Collateral Agent (the "**Collateral Agent**"), pursuant to the terms of that certain Intercreditor Agreement (the "**Intercreditor Agreement**") dated on or about the date hereof by and between the Trustee and the Collateral Agent and that any exercise by the Trustee of any of its discretions, powers, rights and remedies hereunder are subject to the provisions of such Intercreditor Agreement, it being understood that nothing herein shall be deemed to limit in any way the discretions, powers, rights and remedies of the Trustee as against the Grantors.

SECTION 3. *Security for Obligations*. The security interests in the Collateral granted by the Grantors under this IP Security Agreement secure the payment of all Secured Obligations (as defined in the Security Agreement) of the Grantors now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. *Recordation*. Each of the Grantors hereby authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 5. *Execution in Counterparts.*. This IP Security Agreement may be executed in any number of counterparts, 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.

SECTION 6. *Grants, Rights and Remedies*. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each of the Grantors does hereby acknowledge and confirm that the grant of the security interests hereunder to, and the rights and remedies of, the Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. *Governing Law*. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Grantors has caused this IP Security Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

FOSTER WHEELER LLC

By_____
Name: Thierry Desmaris
Title: Vice President & Treasurer

FOSTER WHEELER ENERGY CORPORATION

By_____
Name: Thierry Desmaris
Title: Treasurer

FOSTER WHEELER USA CORPORATION

By_____
Name: Thierry Desmaris
Title: Treasurer

FOSTER WHEELER NORTH AMERICA CORP.

By_____
Name: Thierry Desmaris
Title: Treasurer

Address for Notices:
Perryville Corporate Park
Clinton, New Jersey 00809-4000

FOSTER WHEELER DEVELOPMENT CORPORATION

By_____

Name: Thierry Desmaris

Title: Treasurer

Address for Notices:

Perryville Corporate Park

Clinton, New Jersey 00809-4000

ACKNOWLEDGMENT OF GRANTORS

STATE OF New Jersey )
) ss.
COUNTY OF Hunterdon )

On this 30th day of August, 2004, before me personally appeared Thierry Desmaris, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of each company, that the said instrument was signed on behalf of each company as authorized by its Board of Directors or Managers and that he acknowledged said instrument to be the free act and deed of said company, effective as of the day and year first set forth above.

Patricia Landsperger
Notary Public {seal}

My commission expires: 8/15/2008

PATRICIA A. LANDSPERGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8-15-2008

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee

By: _____
Name: Jane Y. Schweiger
Duly Authorized Signatory

REDACTED

(country code key)

**Schedule B to the**
**IP Security Agreement**

# UNITED STATES PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

## Trademarks and Trade Names

See Attached

REDACTED

(foreign trademarks)

## Schedule B

### Intellectual Property - Trademarks

| Grantor | Mark | Country | Appl. No. Appl. Date | Reg. No. Reg. Date | Class(es) | Status | Docket No. |
|---|---|---|---|---|---|---|---|
| Foster Wheeler Energy Corporation | FOSTER WHEELER | Taiwan | 13534/66 12/1/1988 | 1750 12/1/1988 | 11 | Registered | 39222-10151 |
| Foster Wheeler Energy Corporation | FOSTER WHEELER | Taiwan | 13533/66 6/1/1988 | 99852 6/1/1978 | 11 | Registered | 39222-10153 |
| Foster Wheeler Energy Corporation | FW And Design | Taiwan | 13535/66 12/1/1988 | 1751 12/1/1978 | 6 | Registered | 39222-10152 |
| Foster Wheeler Energy Corporation | FW And Design | Taiwan | 13536/66 12/21/19778 | 99853 5/31/1978 | 11 | Registered | 39222-10154 |
| Foster Wheeler Energy Corporation | DETNAFORM | United States | 72301736 7/1/1968 | 0872569 7/8/1969 | 11 | Registered | 39222-10140 |
| Foster Wheeler Energy Corporation | DETNAFORMING | United States | 73303448 3/30/1981 | 1262018 12/20/1983 | | Registered | |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Argentina | 2429481 5/7/2003 | 1954199 *(old 1444305)* 10/7/2003 | 6 | Registered | 39222-10002 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Argentina | 2429482 5/7/2003 | 1954201 *(old 1444304)* 10/7/2003 | 7 | Registered | 39222-10001 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER And FW Design | Argentina | 1896110 10/21/1993 | 1523477 5/31/1994 | 37 | Registered | 392220-10004 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER And FW Design | Argentina | 1896111 10/21/1993 | 1527616 6/30/1994 | 42 | Registered | 39222-10003 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Belize | Not Listed | 7085 2/16/1995 | 7 | Registered | 39222-10005 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Belize | | 929795 2/16/1995 | 9 | Registered | |

## Schedule B

## Intellectual Property - Trademarks

| Grantor | Mark | Country | Appl. No. Appl. Date | Reg. No. Reg. Date | Class(es) | Status | Docket No. |
|---|---|---|---|---|---|---|---|
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FW And Design | Switzerland | 00228/1975 1/16/1975 | 278397 9/19/1975 | 11 | Registered | 39222-10149 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FW And Design | Trinidad & Tobago | 35/1931 Not Listed | 35/1931 6/15/1945 | 11 | Registered | 39222-10150 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER And FW Design | Turkey | 45780 9/22/1970 | 121570 9/22/1970 | 6 7 9 11 | Registered | 39222-10134 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | United Kingdom | 929796 8/21/1968 | 929796 8/21/1968 | 11 | Registered | 39222-10138 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | United Kingdom | 929794 8/21/1968 | 929794 8/21/1968 | 7 | Registered | 39222-10135 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | United Kingdom | 929795 8/21/1968 | 929795 8/21/1968 | 9 | Registered | 39222-10137 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FW And Design | United Kingdom | 851176 7/3/1963 | 851176 7/3/1963 | 11 | Registered | 39222-10136 |
| Foster Wheeler USA Corporation | PREP | United States | 73/013,237 2/11/1974 | 1,021,180 9/23/1975 | 35 | Registered | 39222-10139 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Venezuela | 591 | 64424-F 4/6/1971 | 7 | Registered | 39222-10142 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Venezuela | Not Listed | 8003-D 5/31/1971 | 37 42 | Registered | 39222-10145 |
| Foster Wheeler LLC (formerly known as Foster Wheeler Corporation) | FOSTER WHEELER | Venezuela | Not Listed | 64427-F 4/6/1971 | 7 | Registered | 39222-10143 |

REDACTED

(patents)