

06-04-2004

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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):

MACTEC, Inc. and parties listed in
trademark Security Agreement

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: May 26, 2004

2. Name and address of receiving party(ies)

Name: BNP Paribas
Internal as administrative and collateral
Address: agentStreet Address: 919 Third AvenueCity: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship _____
☐ 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)

See Schedule A attached hereto

Additional number(s) attached ☒ Yes ☐ No

B. Trademark Registration No.(s)

See Schedule A attached hereto

5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Penelope AgodoaInternal Address: Federal Research
CorporationStreet Address: 1030 Fifteenth St., N.W.Suite 920City: Washington State: DC Zip: 200056. Total number of applications and
registrations involved: 197. Total fee (37 CFR 3.41).....\$ 490.00

- ☒ 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.*Man Wai Lau for CWT
Name of Person Signing
LMUELLER 00000003 2270421M. W. Lau.
Signature6/3/2004
DateTotal number of pages including cover sheet, attachments, and document: 13

06/07/2004 LMUELLER 00000003 2270421

01 FC:6521
02 FC:652240.00 OP documents to be recorded with required cover sheet information to:
450.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002982 FRAME: 0073

Schedule A

Registered Trademarks and Servicemarks

Grantor	Mark	Registration No.	Registration Date
MACTEC, Inc.	MACTEC	2,270,421	August 17, 1999
MACTEC, Inc.	MACTEC, Inc. and Design	2,273,777	August 31, 1999
MACTEC, Inc.	NOVOCS (stylized)	2,108,523	October 28, 1997
MACTEC Development Corporation	THERM-O-DETOX	1,824,648	March 1, 1994
MACTEC, Inc.	TEMS	2,449,725	May 8, 2001
MACTEC Engineering and Consulting, Inc., f/k/a Harding ESE, Inc. *	ESE	1,361,053	September 17, 1985
MACTEC, Inc.	RADCAP	2,836,836	February 7, 2001
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	PES (stylized)	2,047,586	March 25, 1997
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	i-STEPS (stylized)	1,929,695	October 24, 1995
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	i-STEPS (Mexico)	229,023	April 6, 1995
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	i-STEPS (Canada)	TMA 468,757	January 14, 1997
Validation and Process Associates, Inc.	VPA	2,343,691	April 18, 2000
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc.	Trintegral (& Design)	2,397,617	October 24, 2000

MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (U.S.)	1,953,088	January 30, 1996
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	LAW/CRANDALL and Design (U.S.)	2,006,078	October 8, 1996
Law Companies Group, Inc. formerly LawGibb Group, Inc.*	LAW ENGINEERING AND ENVIRONMENTAL SERVICES AND Design (U.S.)	2,020,177	December 3, 1996
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc., formerly Law Crandall, Inc. *	FaMIS DIVISION FACILITIES MANAGEMENT INFORMATION SYSTEMS (Arizona)	35076	February 9, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS DIVISION FACILITIES MANAGEMENT INFORMATION SYSTEMS (California)	44,501	April 3, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (Georgia)	S-14401	April 14, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (Texas)	54248	February 10, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (Virginia)	6288	February 14, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and	FaMIS (Washington)	23863	February 9, 1995

Environmental Services, Inc., formerly Law Crandall, Inc. *			
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	LAW/CRANDALL and Design (California)	44,685	June 13, 1995
NexDSS, Inc.	Vertex	2,829,066	April 6, 2004
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	NexDSS	2,630,810	October 8, 2002
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	NexDSS and Design	2,614,729	September 3, 2002
NexDSS, Inc.	VERTEX (& Design)	2,824,396	March 23, 2004

* Assignment or name change, as appropriate, with USPTO is pending.

Trademark Applications

Grantor	Mark	Application No.	Application Date
MACTEC, Inc.	MACTEC CHEVRON Design Only		Application being prepared for submission
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	Pacific Environmental Services, Inc. (words only)	76/500,703	March 26, 2003

TRADEMARK SECURITY AGREEMENT – SHORT FORM

TRADEMARK SECURITY AGREEMENT dated May 26, 2004 made by MACTEC, INC., a Colorado Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, VALIDATION AND PROCESS ASSOCIATES, INC., a Pennsylvania Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, NEXDSS, INC., a Georgia Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, LAW COMPANIES GROUP, INC., a Georgia Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, MACTEC DEVELOPMENT CORPORATION, a Colorado Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, MACTEC FEDERAL PROGRAMS, INC., a California corporation, having its principal place of business at 560 Herndon Parkway, Herndon, Virginia, and MACTEC ENGINEERING AND CONSULTING, INC., a Delaware corporation, having its principal place of business at 3301 Atlantic Avenue, Raleigh, North Carolina (collectively, the **"Grantors"**), in favor of BNP Paribas (**"BNP"**), 919 Third Avenue, New York, N.Y. 10022, as administrative and collateral agent (together with any successor thereto appointed pursuant to Article IX of the Credit Agreement referred to below, the **"Grantee"**) for the Lender Parties and the other Secured Parties (as each such term is defined in the Credit Agreement referred to below).

The Grantors are parties to the Amended and Restated Credit Agreement dated as of May 26, 2004 (as amended, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) with the banks, financial institutions and other institutional lenders party thereto (the **"Lenders"**), BNP Paribas, as initial issuer of Letters of Credit thereunder (in such capacity, the **"Initial Issuing Bank"**), and BNP Paribas as Administrative Agent for the Lender Parties thereunder. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantors and the Grantee entered into a Security Agreement dated May 26, 2004 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**) with the other grantors party thereto, pursuant to which the Grantors have granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantors' rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantors, whether then owned or thereafter acquired or created by such Grantors, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (collectively, the **"Trademark Collateral"**) and the goodwill of the business symbolized thereby.

The parties desire to record the Grantors' grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Grantee as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.

2. The Grantors grant to the Grantee a lien on and security interest in all of their right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

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

MACTEC, INC.


By: _____

Name: Bruce C. Coles

Title: CEO

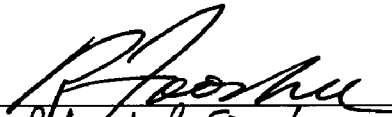
A handwritten signature in black ink, appearing to read 'Bruce C. Coles', written over a horizontal line.

VALIDATION AND PROCESS ASSOCIATES,
INC.

By: 
Name: Robert B Fooshee
Title: VP

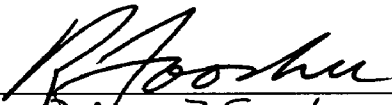
NEXDSS, INC.

By: _____


Name: Robert B Pooshee

Title: VP


LAW COMPANIES GROUP, INC.

By: 
Name: Robert B Fooshee
Title: EVp

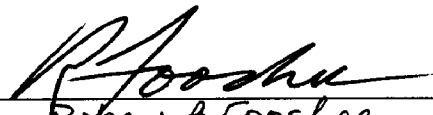
MACTEC DEVELOPMENT CORPORATION

By: R Scott Persons
Name: R Scott Persons
Title: VP

MACTEC FEDERAL PROGRAMS, INC.

By: 
Name: Robert B Fooshee
Title: vp

MACTEC ENGINEERING AND CONSULTING,
INC.

By: 
Name: Robert B Fooshee
Title: ENP