

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URS Corporation		11/15/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	201 Third Street		
Internal Address:	8th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Banking Association: UNKNOWN		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1379575	URS	
Registration Number:	2287109	PORTERS PLACE	
Registration Number:	2324837	LAP-XM	
Registration Number:	1894542	LAP	
Registration Number:	1535181	SORBATHENE	
Registration Number:	2462043	SYNGYP	
Registration Number:	1098013	ECHOSONDE	
Serial Number:	78839141	URS	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		

CH \$215.00 1379575

900092187

TRADEMARK
REEL: 003663 FRAME: 0824

Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:

598,962-27

NAME OF SUBMITTER:

Shari L. Gordon

Signature:

/Shari L. Gordon/

Date:

11/16/2007

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, URS CORPORATION, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of November 15, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Morgan Stanley Senior Funding, Inc., as a Joint-Lead Arranger and Syndication Agent for Lenders, Wells Fargo Bank, National Association, as a Joint-Lead Arranger and Administrative Agent for Lenders (in such capacity "**Secured Party**") and Bank of America, N.A., BNP Paribas and The Royal Bank of Scotland plc, as Co-Documentation Agents for Lenders, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 15, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the

registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15 day of November, 2007.

URS CORPORATION

By: 

Name: H. Thomas Hicks

Title: Vice President and Chief Financial Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Registrations

Registrant (or last Registered Owner)	Trademark	Registration Number	Registration Date
URS Corporation	URS	1379575	01/21/1986
URS Corporation	PORTERS PLACE	2287109	10/19/1999
URS Corporation	LAP-XM	2324837	02/29/2000
URS Corporation	LAP	1894542	05/16/1995
URS Corporation	SORBATHENE	1535181	04/18/1989
URS Corporation	SYNGYP	2462043	06/19/2001
URS Corporation	ECHOSONDE	1098013	08/01/1998

U.S. Trademark Application

Applicant	Trademark	Application Serial Number	Application Date
URS Corporation	URS	78839141	03/16/2006