

TRADEMARK ASSIGNMENT

Electronic 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
MACTEC, Inc.		12/15/2010	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3391792	
Registration Number:	3385360	ENGINEERING AND CONSTRUCTING A BETTER TOMORROW
Registration Number:	3306577	MACTEC
Registration Number:	3306578	MACTEC
Registration Number:	3422849	MACTEC
Registration Number:	3260123	MACTEC
Registration Number:	2270421	MACTEC
Registration Number:	2273777	MACTEC
Registration Number:	2836836	RADCAP
Serial Number:	85056308	IFRASTRUCTURE

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900179251

**TRADEMARK
 REEL: 004436 FRAME: 0674**

CH \$265.00 3391792

Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-386
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	12/20/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2010, is made by MACTEC, Inc., a Colorado corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates 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”):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MACTEC, INC., a Colorado corporation, as Grantor

By: *Ann E. Mawley*
Name: Ann E. Mawley
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

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

Very truly yours,

MACTEC, INC., a Colorado corporation, as
Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Daniel J. Landis*
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
MACTEC, Inc.	DESIGN ONLY	78691426	8/12/05	3391792	3/4/08
MACTEC, Inc.	ENGINEERING AND CONSTRUCTING A BETTER TOMORROW	78691414	8/12/05	3385360	2/19/08
MACTEC, Inc.	MACTEC	78691431	8/12/05	3306577	10/9/07
MACTEC, Inc.	MACTEC	78691437	8/12/05	3306578	10/9/07
MACTEC, Inc.	MACTEC	78691862	8/12/05	3422849	5/6/08
MACTEC, Inc.	MACTEC	78691869	8/12/05	3260123	7/10/07
MACTEC, Inc.	MACTEC	75426932	2/2/98	2270421	8/17/99
MACTEC, Inc.	MACTEC	75426933	2/2/98	2273777	8/31/99
MACTEC, Inc.	RADCAP	76206535	2/7/01	2836836	4/27/04

2. TRADEMARKS APPLICATION

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>
MACTEC, Inc.	iFrastructure	85056308	7/7/2010	Pending