

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOWL, LLC		07/22/2011	LIMITED LIABILITY COMPANY: ALASKA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2436744	DOWL ENGINEERS	
Registration Number:	2436736	DOWL	
Registration Number:	3634483	DOWL HKM	
Registration Number:	3634484	DOWL HKM	
Registration Number:	3638414	DOWL HKM	
Registration Number:	3638413	DOWL HKM	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2023704767		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$165.00 2436744

900197984

TRADEMARK  
REEL: 004590 FRAME: 0938

ATTORNEY DOCKET NUMBER:	F134959
NAME OF SUBMITTER:	Sonya Jackman
Signature:	/Sonya Jackman/
Date:	07/26/2011
<b>Total Attachments: 5</b> source=Executed TL Trademark SA DOWL#page2.tif source=Executed TL Trademark SA DOWL#page3.tif source=Executed TL Trademark SA DOWL#page4.tif source=Executed TL Trademark SA DOWL#page5.tif source=Executed TL Trademark SA DOWL#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 22, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as grantor on the signature pages hereto (the “**Grantor**”) in favor of Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to a First Lien Loan Security Agreement dated as of July 22, 2011 (the “**First Lien Loan Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agrees with the Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the trademark applications and registrations listed on Schedule A hereto (collectively, the “**Trademark Collateral**”).

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Allegation of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the First Lien Loan Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Loan Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the First Lien Loan Security Agreement, the provisions of the First Lien Loan Security Agreement shall control.

#### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**DOWL, LLC**

By: \_\_\_\_\_

Name: Stewart G. Osgood

Title: President

[SIGNATURE PAGE TO DOWL FIRST LIEN TERM LOAN TRADEMARK SECURITY  
AGREEMENT]

**TRADEMARK**  
**REEL: 004590 FRAME: 0942**

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By: *Meredith Mackey*  
Name: Meredith Mackey  
Title: Authorized Signatory

[SIGNATURE PAGE TO DOWL FIRST LIEN TERM LOAN TRADEMARK  
SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004590 FRAME: 0943**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Registration No.	Registration Date	Record Owner
DOWL ENGINEERS	2436744	03-20-2001	DOWL, LLC
DOWL	2436736	03-20-2001	DOWL, LLC
DOWL HKM	3634483	06-09-2009	DOWL, LLC
DOWL HKM	3634484	06-09-2009	DOWL, LLC
DOWL HKM	3638414	06-16-2009	DOWL, LLC
DOWL HKM	3638413	06-16-2009	DOWL, LLC