

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACTEC Federal Programs, Inc.		04/02/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AMEC Environment & Infrastructure, Inc.		
Street Address:	1105 Lakewood Parkway		
Internal Address:	Suite 300		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1929695	I-STEPS	
CORRESPONDENCE DATA			
Fax Number:	4045273662		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045278384		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Alison E. Musto		
Address Line 1:	303 Peachtree St. NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	001415.00090		
NAME OF SUBMITTER:	Alison E. Musto		
Signature:	/aem/		

CH \$40.00 1929695

Date:

05/02/2012

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 2nd day of April, 2012 (the "Effective Date"), by and between **MACTEC Federal Programs, Inc.**, a California corporation, with its principal office located in Alpharetta, Georgia (the "Assignor") and **AMEC Environment & Infrastructure, Inc.**, a Nevada corporation, with its principal office located in Alpharetta, Georgia (the "Assignee").

WHEREAS, the Assignee desires to obtain ownership of the Intellectual Property (as defined below) from Assignor; and

WHEREAS, in exchange for payment from the Assignee to the Assignor in the amount of \$10.00, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to receive from the Assignor, all of the Assignor's right, title and interest in and to the trademark registration set forth on Exhibit A attached hereto, together with all goodwill associated therewith (the "Mark"), and the copyrights and copyright registrations (each a "Copyright" and collectively, the "Copyrights") set forth on Exhibit B attached hereto (the Marks and the Copyrights are collectively referred to herein as the "Intellectual Property").

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, and conveys to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property, and the Assignee hereby accepts such assignment. Such assignment shall include all rights in and to the Intellectual Property, including all trademarks, copyrights, moral rights, industrial design rights and trade secrets, whether or not any of the foregoing are registered, together with the right to file applications on the foregoing, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto.
2. Cooperation. The Assignor will upon request of the Assignee, at no extra cost to the Assignee, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be requested by the Assignee to carry out the intent of this Agreement or to otherwise perfect, record, confirm, or enforce the Assignee's rights in and to the Intellectual Property.
3. Counterparts. This Agreement may be executed in one or more counterparts (including by e-mail, .pdf or facsimile transmission), each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.
4. Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Assignor and the Assignee by their respective duly authorized representatives.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions.
6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

MACTEC Federal Programs, Inc., a California corporation

By: Terrence A. Li Puma

Name: TERRENCE A. LI PUMA

Title: PRESIDENT, MACTEC FEDERAL PROGRAMS INC

ASSIGNEE:

AMEC Environment & Infrastructure, Inc., a Nevada corporation

By: David K. Baxter

Name: DAVID K. BAXTER

Title: COMMERCIAL DIRECTOR AS VP

EXHIBIT A

MARK

1. I-STEPS and Design, U.S. Registration Number 1,929,695.

 = **STEPS**

EXHIBIT B

COPYRIGHTS

1. STEPS Copyright Registration Number TXu578,983.
2. i-STEPS Copyright Registration Number TXu616,579.
3. i-STEPS (for windows) Copyright Registration Number TXu645,138.
4. i-STEPS (version 3.1) Copyright Registration Number TXu718,304.