

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hill International, Inc.		11/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	231 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3244102	HILL	
Registration Number:	3244103	HILL HILL INTERNATIONAL	
Registration Number:	3244101	HILL INTERNATIONAL	
Registration Number:	1924839	THE PROJECT NEUTRAL	
CORRESPONDENCE DATA			
Fax Number:	2128945765		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-940-6365		
Email:	bret.danow@kattenlaw.com		
Correspondent Name:	Bret J. Danow		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	213879-00213		
NAME OF SUBMITTER:	Bret J. Danow		

CH \$115.00 3244102

TRADEMARK

Signature:	/s/
Date:	10/08/2012
Total Attachments: 6 source=Hill International#page1.tif source=Hill International#page2.tif source=Hill International#page3.tif source=Hill International#page4.tif source=Hill International#page5.tif source=Hill International#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of November 15, 2011, by HILL INTERNATIONAL, INC., a Delaware company (the "Grantor") in favor of BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, "Grantee").

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement dated June 30, 2009, as amended by that certain Forbearance and First Amendment to Credit Agreement dated October 17, 2011 (the "Forbearance and First Amendment"), among Grantor as Borrower, Grantee and the Lenders party thereto (the "Credit Agreement");

WHEREAS, Grantor and Grantee are parties to that certain Guarantee and Collateral Agreement dated June 30, 2009 (as amended the "Collateral Agreement"), pursuant to which, among other things, Grantor granted to the Grantee a lien on and security interest in substantially all of its assets, including Trademark Collateral (as defined below); and

WHEREAS, Grantor and Grantee wish to execute this agreement evidencing, providing for and reconfirming the granting of such security interest in the Trademark Collateral, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Loan Document, Grantor hereby grants to Grantee, for its benefit and the benefit of its affiliates, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing first priority lien (except for Permitted Liens for which priority is accorded under applicable law) and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

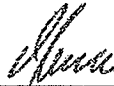
3. Remedies. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights, options and remedies granted to Grantee under the Credit Agreement and the Collateral Agreement, Grantee may pursue any rights and remedies provided by applicable law or the Uniform Commercial Code.

4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (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 LAWS PRINCIPLES.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HILL INTERNATIONAL, INC.**  
a Delaware corporation

By:   
Name: TERENCE E. RICHARD  
Title: Chairman / CEO

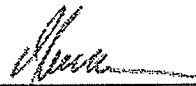
Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

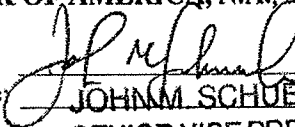
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HILL INTERNATIONAL, INC.**  
a Delaware corporation

By:   
Name: David E. Richter  
Title: Chairman / CEO

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.**, as Administrative Agent

By:   
Name: JOHN M. SCHUESSLER  
Title: SENIOR VICE PRESIDENT

**Hill International, Inc. and Other Loan Parties**  
**Schedule 1 - List of Trademarks**

Trademark Name	Application Number/Date	Publication Date	Registration Number/Date	Status/Next Renewal	Class(es)	Location
HILL HILL INTERNATIONAL (and Design/Color)	005167317 28-Jun-2006	12-Mar-07	005167317 20Sept2007	Registered 28-Jun-2016	37 Int 42 Int	European Union
HILL (and Design)	116233 10-Jul-2008	5-May-10	128516 18-Jan-2011	Registered 10-Jul-2018	36 Int	United Arab Emirates
HILL (and Design)	116234 10-Jul-2008	5-May-10	128517 18-Jan-2011	Registered 10-Jul-2018	37 Int	United Arab Emirates
HILL (and Design)	82239 25-Jun-2006	16-Apr-08	90885 29-Jul-2008	Registered 25-Jun-2016	35 Int	United Arab Emirates
HILL HILL INTERNATIONAL (and Design/Color)	116232 10-Jul-2008	5-May-10	128515 18-Jan-2011	Registered 10-Jul-2018	37 Int	United Arab Emirates
HILL HILL INTERNATIONAL (and Design/Color)	82238 25-Jun-2006	14-May-08	93346 22-Feb-2009	Registered 25-Jun-2016	35 Int	United Arab Emirates
HILL HILL INTERNATIONAL (and Design/Color)	116231 10-Jul-2008	5-May-10	128514 18-Jan-2011	Registered 10-Jul-2018	36 Int	United Arab Emirates
HILL INTERNATIONAL	82237 25-Jun-2006	16-Apr-08	90886 29-Jul-2008	Registered 25-Jun-2016	35 Int	United Arab Emirates
HILL INTERNATIONAL	116229 10-Jul-2008	5-May-10		Published	36 Int	United Arab Emirates
HILL (and Design) (Series) (Color)	2425803 29-Jun-2006	9-Nov-07	2425803 27-Nov-2009	Registered 29-Jun-2016	35 Int 36 Int 37 Int	United Kingdom
HILL INTERNATIONAL	2425804 29-Jun-2006	9-Nov-07	2425804 27-Nov-2009	Registered 29-Jun-2016	35 Int 36 Int 37 Int	United Kingdom
HILL (and Design)	78/782160 29-Dec-2005	6-Mar-07	3244102 22-May-2007	Registered 22-May-2017	35 Int 36 Int 37 Int	United States of America

**Hill International, Inc. and Other Loan Parties**  
**Schedule 1 - List of Trademarks**

HILL HILL INTERNATIONAL (and Design)	78/782162 29-Dec-2005	6-Mar-07	3244103 22-May-2007	Registered 22-May-2017	35 Int 36 Int 37 Int	United States of America
HILL INTERNATIONAL	78/782147 29-Dec-2005	6-Mar-07	3244101 22-May-2007	Registered 22-May-2017	35 Int 36 Int 37 Int	United States of America
KNOWLES (Design/Color (2))			2509519 25-Feb-2009		35 Int 36 Int 37 Int 42 Int 45 Int	Great Britain and Northern Ireland
KNOWLES (and Design)			2509520 25-Feb-2009		35 Int 36 Int 37 Int 42 Int 45 Int	Great Britain and Northern Ireland
The Project Neutral (Service Mark)	74/409673		1924839 03-Oct-1995	Registered 03-Oct-2015	42 Int	United States of America