



Form ETO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM CO TRADEMARKS

03/25/2013

MERCE
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103656710

To the Director of the U. S. Patent and Trademark Office: Please record this document or the new address(es) below.

1. Name of conveying party(ies):

Golder Associates Inc.

- Individual(s)
- Partnership
- Corporation- State: Georgia
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 7, 2013

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE BANK OF NOVA SCOTIA

Street Address: Agency Services, Scotia Plaza, 40 King S

City: Toronto

State: Ontario

Country: Canada Zip: M45H 1H1

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Banking Corp Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

85497144

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: 201 17th Street, NW Suite 1700

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6250

Docket Number:

Email Address: bradley.wahl@nelsonmullins.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/02/2013 KNGUYEN1 00000060 85497144
Deposit Account Number
01 FC:8521
Authorized User Name 40.00 DP

9. Signature:

Signature

Bradley E. Wahl

Name of Person Signing

3-8-2013

Date

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 7, 2013 by **GOLDER ASSOCIATES INC.** (the "Debtor"), and **THE BANK OF NOVA SCOTIA**, in its capacity as global administrative agent for an on behalf of the Lenders and as collateral agent for and on behalf of the Finance Parties (the "Global Agent").

WITNESSETH:

WHEREAS, the Global Agent, Debtor, Enterra Holdings Ltd. ("EHL"), a corporation incorporated under the laws of the Province of New Brunswick, Golder Associates Ltd. ("GAL"), a corporation incorporated under the laws of the Province of Ontario, The Bank of Nova Scotia and other lending institutions which are a party thereto as a Canadian Lender from time to time, The Bank of Nova Scotia, in its capacity as administrative agent for and on behalf of the Canadian Lenders, Wachovia Bank, National Association and other lending institutions which are a party thereto as a U.S Lender from time to time, Wachovia Bank, National Association, in its capacity as administrative agent for and on behalf of the U.S. Lenders, and The Bank of Nova Scotia, in its capacity as issuer of Letters under the Letter Facility, have made and entered into a certain credit agreement, dated as of August 9, 2007, as amended (the "Original Loan Agreement");

WHEREAS, pursuant to the Original Loan Agreement, the Debtor and the Global Agent entered into that certain Trademark Security Agreement, dated as of August 9, 2007 (the "Original Security Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith, among the Debtor, EHL, GAL, Golder Associates Corporation, Golder Associates Pty. Ltd., Golder Associates (Asia) Pte. Ltd., Golder Associates S.A. and Golder Associates Peru S.A. (collectively, the "Borrowers"), The Bank of Nova Scotia, in its capacity as global administrative agent for and on behalf of the Lenders and as collateral agent for and on behalf of the Finance Parties (the "Global Agent"), The Bank of Nova Scotia, in its capacity as funding agent for and on behalf of the Canadian Lenders (the "Canadian Agent"), Wells Fargo Bank, N.A., in its capacity as funding agent for and on behalf of the U.S. Lenders (the "U.S. Agent"), Australia and New Zealand Banking Group Limited ASN 005 357 522, in its capacity as funding agent for and on behalf of the Australian Lenders (the "Australian Agent"), The Hong Kong and Shanghai Banking Corporation Limited, Singapore Branch, in its capacity as funding agent for and on behalf of the Singapore Lenders (the "Singapore Agent"), Scotiabank Chile, S.A., in its capacity as funding agent for and on behalf of the Chilean Lenders (the "Chilean Agent"), Scotiabank Peru S.A.A., in its capacity as funding agent for and on behalf of the Peruvian Lenders (the "Peruvian Agent"), The Bank of Nova Scotia and other lending institutions which are a party hereto as a Canadian Lender from time to time (the "Canadian Lenders"), Wells Fargo Bank, N.A. and other lending institutions which are a party hereto as a U.S Lender from time to time (the "U.S. Lenders"), Australia and New Zealand Banking Group Limited ASN 005 357 522 and other lending

institutions which are a party hereto as an Australian Lender from time to time (the "**Australian Lenders**"), The Hong Kong and Shanghai Banking Corporation Limited, Singapore Branch, and other lending institutions which are a party hereto as a Singapore Lender from time to time (the "**Singapore Lenders**"), Scotiabank Chile, S.A. and other lending institutions which are a party hereto as a Chilean Lender from time to time (the "**Chilean Lenders**") and Scotiabank Peru S.A.A. and other lending institutions which are a party hereto as a Peruvian Lender from time to time (the "**Peruvian Lenders**") (as amended, modified, supplemented, restated and/or renewed from time to time, the "**Credit Agreement**"), such parties will amend and restate the Original Loan Agreement;

WHEREAS, in connection with the consummation of the transactions contemplated by the Credit Agreement, including the increase in the credit facilities extended thereunder, the Debtor and Global Agent desire to amend and restate the Original Security Agreement, on the terms and conditions set forth herein; and

WHEREAS, the Lenders and the Finance Parties have required, as a condition to the extension of certain additional financial accommodations to be extended to Debtor and the other Borrowers under the Credit Agreement, that Debtor pledge and grant to the Global Agent, for and on behalf of the Lenders and the Finance Parties, a Lien on and in its "**Trademarks**" (as defined herein) as security for the Secured Obligations (and confirm and re-affirm such Lien granted under the Original Security Agreement);

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and Global Agent, by its acceptance hereof, hereby amend and restate the Original Security Agreement and hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Debtor hereby grants, assigns, transfers and pledges to the Global Agent, in its capacity as global administrative agent for and on behalf of the Lenders and as collateral agent for and on behalf of the Finance Parties, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and

payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

3. New Trademarks. Debtor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule I are a true, accurate and complete list of all of Debtor's Trademarks, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Global Agent and the Lenders and the Finance Parties, and except as permitted in the Credit Agreement. If, prior to payment in full of the Secured Obligations and the termination of this Agreement, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto. Debtor shall give to the Global Agent written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Debtor may, and hereby authorizes the Global Agent to, modify this Agreement unilaterally upon Debtor's notice to the Global Agent (i) by amending Schedule I to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. Grant of License. Global Agent hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence of an Event of Default. Except as otherwise permitted by the Finance Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Global Agent.

5. Royalties. Debtor hereby agrees that the use by the Global Agent of the Trademarks as authorized hereunder in connection with the Global Agent's exercise of its rights and remedies hereunder or pursuant to any Finance Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Global Agent, the Lenders or the Finance Parties to Debtor.

6. Duties of the Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to

trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Global Agent). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Global Agent, and (ii) to maintain in full force and effect the registered Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Global Agent shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Global Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Global Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Secured Obligations secured hereby.

7. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Global Agent (and all officers and agents of the Global Agent designated by the Global Agent in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Global Agent and any of the Global Agent's designees, in Debtor's or the Global Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Global Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Global Agent reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Global Agent under the Credit Agreement or any other Finance Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Global Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Global Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Global Agent or any transferee of the Global Agent and to execute and deliver to the Global Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Global Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Global Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement or by any other agreements or by law,

shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Global Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Finance Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Global Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least 10 days before such disposition; provided, however, that the Global Agent may give any shorter notice that is commercially reasonable under the circumstances.

8. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Global Agent and its nominees, successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Global Agent's prior written consent.

9. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

11. Original Security Agreement. This Agreement amends and restates the Original Security Agreement.

12. Paramountcy Clause. In the event there is a conflict, or inconsistency between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall prevail and be paramount.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument. An electronic transmission, pdf or other facsimile of this Agreement shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

GOLDER ASSOCIATES INC.

By: Pat B. A.
Title: Secretary

[SEAL]

Agreed and Accepted as of this _____, 2013

THE BANK OF NOVA SCOTIA, as Global Agent

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

GOLDER ASSOCIATES INC.

By: _____
Title: _____

[SEAL]

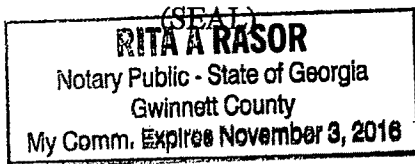
Agreed and Accepted as of this _____, 2013

THE BANK OF NOVA SCOTIA, as Global Agent

By: *Aliecia Mair* *Jim Beninger*
Title: Aliecia Mair Jim Beninger
 Associate Director Director

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this MAR 1, 2013 by PAUL B. COLTON, personally known to me to be an officer of GOLDER ASSOCIATES INC., on behalf of such company.



Rita A Rasor
Notary Public
My Commission expires: Nov 3, 2016
Acting in the County of GWINNETT

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this _____, 2013 by _____, personally known to me to be an officer of THE BANK OF NOVA SCOTIA, as Global Agent, on behalf of said Bank.

(SEAL)

Notary Public
My Commission expires: _____
Acting in the County of _____

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this _____, 2013 by _____, personally known to me to be an officer of **GOLDER ASSOCIATES INC.**, on behalf of such company.


(SEAL)

Notary Public
My Commission expires: _____
Acting in the County of _____

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this March 8, 2013 by Jim Benning & Alicia Mac, personally known to me to be an officer of **THE BANK OF NOVA SCOTIA**, as Global Agent, on behalf of said Bank.

(SEAL)



Notary Public
My Commission expires: N/A
Acting in the County of Ontario, Canada

Schedule 1
To
Amended and Restated Trademark Security Agreement

Dated as of March 7, 2013

Current Trademarks

<u>Name</u>	<u>Record Owner</u>	<u>Registration No.</u>
FRACMAN	Golder Associates Inc.	2267220

Applications

<u>Name</u>	<u>Owner/Applicant</u>	<u>Serial No.</u>	<u>Filing Date</u>
GoldpHoam	Golder Associates Inc.	85497144	12/16/2011