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
RBF Consulting		10/11/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2711679	RBF CONSULTING

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: trademarkdocketing@aporter.com,
John.Gatmaitan@aporter.com, elisabeth.richards@aporter.com
Correspondent Name: John David Y. Gatmaitan, Arnold & Porter
Address Line 1: 555 Twelfth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA   20004-1206

ATTORNEY DOCKET NUMBER:	26949.002
NAME OF SUBMITTER:	John David Y. Gatmaitan
Signature:	/John David Y. Gatmaitan/
Date:	10/14/2013

2711679 CH $40.00

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 11, 2013 by RBF Consulting, a California corporation with principal offices at 14725 Alton Parkway, Irvine, California 92619 (the "Pledgor") and Wilmington Trust, National Association, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Indenture dated as of October 11, 2013 among the Company, the Co-Issuer, the Guarantors party thereto, the Trustee and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture").

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Joinder Agreement to the Security Agreement, both dated October 11, 2013 and of even date with the Indenture, which Security Agreement is made by Michael Baker International, LLC and certain of its subsidiaries as Pledgors in favor of the Collateral Agent for the benefit of the Notes Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Notes Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

    (a)   Trademarks of such Pledgor, including as listed on <u>Schedule 1</u> attached hereto;

    (b)   all goodwill associated with such Trademarks;

    (c)   all Proceeds of any and all of the foregoing (other than Excluded Assets); and

    (d)   all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor 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 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Indenture Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Indenture or the Collateral Documents, survive the termination thereof), upon written request of the Pledgor, the Collateral Agent shall (at such Pledgor's sole cost and expense) execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

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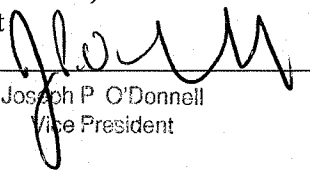
RBF CONSULTING, Pledgor

By: _____
Name: Thomas J. Campbell
Title: Chairman

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent
By: _____

Name: Joseph P. O'Donnell
Title: Vice President

[Signature Page to Trademark Security Agreement (RBF Consulting)]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
RBF CONSULTING	75868441	12/10/1999	2711679	4/29/2003

Schedule 1 to Trademark Security Agreement

NEWYORK 8995772