



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
JMA	76660816	5/30/2006	3243361	5/22/2007

Schedule 1 to Trademark Security Agreement

NEWYORK 8993505

**TRADEMARK**  
**REEL: 005133 FRAME: 0753**

[EXECUTION VERSION]

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 11, 2013 by JMA Architects, Inc., a Nevada corporation with principal offices at 10150 Covington Cross Drive, Las Vegas, Nevada 89146 (the "Pledgor") and Wells Fargo Bank, National Association, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement dated as of October 11, 2013 among the Administrative Borrower, the Co-Borrowers party thereto, the Subsidiary Guarantors party thereto, the Collateral Agent and the lending institutions and other entities from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

**WITNESSETH:**

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent 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 Secured Parties, to enter into the Credit Agreement, the Pledgor 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. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the 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 Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); 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. Security Agreement. 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 Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the

Trademark Security Agreement Page 1 of 4

NEWYORK 8993505

**TRADEMARK  
REEL: 005133 FRAME: 0754**


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 officer as of the date first set forth above.

**JMA ARCHITECTS, INC., Pledgor**


By:

  
\_\_\_\_\_  
Name: Thomas J. Campbell  
Title: Chairman

[Signature page to Michael Baker International, LLC Trademark Security Agreement – JMA Architects, Inc. (2013)]

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: *Thomas Blautman*  
Title: *Director*

[Signature page to Michael Baker International, LLC Trademark Security Agreement – JMA Architects, Inc. (2013)]