Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex.p. 6/30/2005	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Offic		
RECORDATION F	ORM COVER SHEET		
	ARKS ONLY		
To the director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.		
Name of conveying party(ies)/Execution Date(s): RBF CONSULTING	2. Name and address of receiving party(les) Additional names, addresses, or citizenship attached?		
tal soneye. Ing	⊠ No		
	Name: WELLS FARGO BANK, NATIONAL ASSOCIATION		
	Internal Address:		
☐ Individual(s) ☐Association	Street Address: 100 Park Avenue, 14th Floor		
General Partnership			
⊠ Corporation	City: New York		
Limited Liability Company	State: NY		
Citizenship: California	Country: USA Zip: 10017		
Execution Date(s) October 11, 2013	handle ha		
Additional names of conveying parties attached? ☐Yes ⊠ No	☑ National Banking Association Citizenship: <u>USA</u>		
3. Nature of conveyance:	☐ General Partnership Citizenship:		
☐ Assignment ☐ Merger	Limited Partnership Citizenship:		
Security Agreement	☐ Corporation Citizenship:		
Other	Other Citizenship:		
	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 ident	tification or description of the Trademark.		
A. Trademark Application No.(s) See Attached Schedule I	B. Trademark Registration No.(s) See Attached Schedule I Additional sheet(s) attached?		
	No.		
C. Identification or Description of Trademark(s) (and Filing Date i	f Application or Registration Number is unknown)		
5. Name address of party to whom correspondence 6. Total number of applications and			
concerning document should be mailed: Name: Susan O'Brien	registrations involved: 1		
Internal Address: CT Lien Solutions 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 4 (0) 7 (0) 7 (0) 8 (0) 1 (0)			
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account		
City: Albany	☐ Enclosed		
State: <u>NY</u> Zip: <u>12205</u>	8. Payment Information:		
Phone Number: <u>800-342-3676</u>	a. Credit Card Last 4 Numbers 0974 Expiration Date 3117		
Fax Number: <u>800-962-7049</u>	b. Deposit Account Number		
Email Address: cls-udsalbany@wolterskluwer.com	Authorized User Name:		
Cinali Address. <u>Cis-dosaldanyezwolterskiliwer.com</u>			
V 0, 0			
9. Signature: Kareen Chaplag	October 14, 2013		
Signature	Date Total number of pages including cover		
Kareem Ansley	sheet, attachments, and document: 6		

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005133 FRAME: 0758

SCHEDULE I

ťά

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 Tradomark Security Agreement

NEWYORK 8993504

TRADEMARK REEL: 005133 FRAME: 0759

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>"), dated as of October 11, 2013 by RBF Consulting, a California corporation with principal offices at 14725 Alton Parkway, Irvine, California 92619 (the "<u>Pledgor</u>") and Wells Fargo Bank, National Association, in its capacity as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>") 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 "<u>Credit Agreement</u>").

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. <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 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 "<u>Trademark Collateral</u>"):

- (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. <u>Termination</u>. 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 8993504

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]

Trademark Security Agreement Page 2 of 4

NEWYORK 8993504

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, Piedgor

By:

Name: Thomas J. Campbell

Title: Chairman

[Signature page to Michael Baker International, LLC Trademark Security Agreement - RBF Consulting (2013)]

TRADEMARK REEL: 005133 FRAME: 0762 Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Collateral Agent

By:

[Signature page to Michael Baker International, LLC Trademark Security Agreement - RBF Consulting (2013)]

TRADEMARK REEL: 005133 FRAME: 0763

RECORDED: 10/16/2013