

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368764

| | | | |
|---|---|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Michael Baker International, Inc. | | 12/31/2015 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION | | |
| Street Address: | 100 PARK AVENUE | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | NATIONAL BANKING ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78474073 | PMC | |
| Serial Number: | 78417992 | IN SHAPE | |
| Serial Number: | 77540951 | CO2NSCIOUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | kansley@stradley.com | | |
| Correspondent Name: | KAREEM ANSLEY | | |
| Address Line 1: | STRADLEY RONON | | |
| Address Line 2: | 100 PARK AVENUE | | |
| Address Line 4: | NEW YORK, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 187819-0003 | | |
| NAME OF SUBMITTER: | Kareem Ansley | | |
| SIGNATURE: | /Kareem Ansley/ | | |
| DATE SIGNED: | 01/11/2016 | | |
| Total Attachments: 3 | | | |
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| source=Trademark Security Agreement - ABL#page2.tif | | | |

CH \$90.00 78474073

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Trademark Security Agreement**"), dated as of **December 31, 2015**, is entered into between Michael Baker International, Inc., a Pennsylvania corporation (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 dated as of October 11, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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**"): Trademarks of such Pledgor, including as listed on Schedule 1 attached hereto; all goodwill associated with such Trademarks; all Proceeds of any and all of the foregoing (other than Excluded Property); and 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.

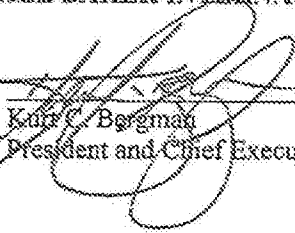
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies 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 for which no claim or demand has been made and that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the Pledgor, the Collateral Agent shall (at 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]

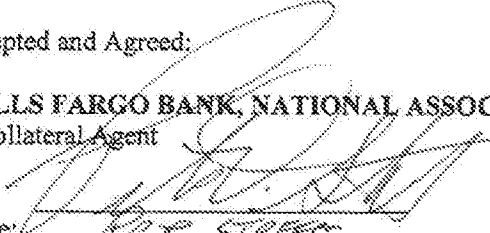
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MICHAEL BAKER INTERNATIONAL, INC.

By: 
Name: Kurt C. Bergman
Title: President and Chief Executive Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: J.P. STREET
Title: V.P.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Application Serial No. | Application Date | Registration No. | Registration Date |
|--|------------------------|------------------|------------------|-------------------|
| PMC (word mark), plus bands and wavy bars, lines or bands | 78474073 | August 26, 2004 | 3282360 | August 21, 2007 |
| IN SHAPE (word mark), plus sunrise or sunset, a building and scenery | 78417992 | May 13, 2004 | 3362228 | January 1, 2008 |
| CO2NSCIOUS (word mark) | 77540951 | August 6, 2008 | 3713025 | November 17, 2009 |