

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Bridge & Iron Company N.V.		12/31/2015	COMPANY:
The Shaw Group Inc.		12/31/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	WSW Acquisition Co., LLC		
Street Address:	1000 Westinghouse Drive		
City:	Cranberry		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2627975	STONE & WEBSTER	
Registration Number:	2620841	STONE & WEBSTER A SHAW GROUP COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	212.310.8437		
Email:	Dennis.Adams@weil.com		
Correspondent Name:	Dennis F. Adams		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	DENNIS.ADAMS 80768.0013		
NAME OF SUBMITTER:	Dennis F. Adams		
SIGNATURE:	/Dennis F. Adams/		
DATE SIGNED:	02/18/2016		
Total Attachments: 12			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of this 31st day of December, 2015, by and between Chicago Bridge & Iron Company N.V. and The Shaw Group Inc. (collectively, "Assignor"), and WSW Acquisition Co., LLC ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Purchase Agreement dated October 27, 2015 (the "Purchase Agreement");

WHEREAS, all capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings referenced in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides that, at Closing, Assignor will assign, sell and transfer to Assignee, and Assignee will accept and acquire from Assignor, all of Assignor's right, title and interest in and to the Company Marks (as defined herein) and the Domain Names (as defined herein).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor, on behalf of itself and its Affiliates, does hereby assign, sell and transfer to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title and interest in and to the names "Stone & Webster" and "S&W" or similar names and any service marks, trademarks, trade names, d/b/a names, fictitious names, identifying symbols, logos, emblems, signs or insignia related thereto or containing or comprising the foregoing, or otherwise used in the Business, including any make or mark confusingly similar thereto and to the trademarks and service marks listed on Schedule A attached hereto (collectively, the "Company Marks"), together with: (a) the applications and registrations of the Company Marks, (b) the goodwill of the Business symbolized by and associated with the Company Marks, and (c) all rights, remedies, defenses, claims (including claims for refunds or adjustments and claims for breach of express or implied warranties), recoveries and rights to offset, whether known or unknown, of any nature relating to the Company Marks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Company Marks regardless of whether such rights arise under a Contract or otherwise.

2. Assignor, on behalf of itself and its Affiliates, does hereby assign, sell and transfer to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title and interest in and to the domain names listed on Schedule B attached hereto (collectively, the "Domain Names"). Assignor agrees to cooperate with Assignee to initiate the transfer process in relation to the Domain Names electronically from Assignor's account(s) to Assignee's account(s) within fifteen (15) days after the date of this Assignment. Assignor further agrees to complete, execute, notarize (as necessary) and deliver any additional documents that the applicable Domain Name registrar determines are necessary to perfect the transfer of the Domain Names from Assignor to Assignee and Assignee's resulting status as registrant of the Domain Names.

3. Assignee acknowledges that its acceptance and acquisition of the Company Marks is subject to Assignor's Trademark License to Technip, S.A. (the "Trademark License Agreement") with an effective date of August 31, 2012, attached hereto as Schedule C. Assignee shall take no action that will prevent or obstruct Assignor from complying with its obligations under the Trademark License Agreement. Assignee agrees to comply with the applicable terms of the Trademark License Agreement and maintain the Company Marks and the goodwill associated therewith as necessary to enable Assignor to meet its obligations under the Trademark License Agreement. Assignee shall promptly notify Assignor if it becomes aware of any matter concerning the Company Marks that would violate the provisions of the

Trademark License Agreement. Assignee shall not make use of the Company Marks or any other marks in any manner that causes confusion or blurs any distinctive element of the Company Marks.

4. Assignee undertakes to ensure that the goods and services manufactured or supplied by it that bear a Company Mark shall at all times maintain the goodwill of the Company Marks. Further, Assignee undertakes to ensure that it conducts the business of itself and its Affiliates in such a manner so as to maintain the goodwill and reputation attached to the Company Marks.

5. Assignor shall not be liable for acts or omissions of Assignee related to the Company Marks occurring subsequent to Closing, and Assignee shall indemnify and hold harmless Assignor from any Losses arising out of, related to or in connection with any such acts or omissions. Assignee shall not be liable for acts or omissions of Assignor related to the Company Marks occurring prior to Closing, and Assignor shall indemnify and hold harmless Assignee from any Losses arising out of, related to, or in connection with any such acts or omissions. Without limiting the foregoing: (a) Assignee shall indemnify and hold harmless Assignor from any Losses arising out of, related to or in connection with any acts or omissions of Assignee that result in a breach of the Trademark License Agreement, and (b) Assignor shall indemnify and hold harmless Assignee from any Losses arising out of, related to or in connection with any acts or omissions of Assignor that result in a breach of the Trademark License Agreement. For purposes of this Section 5, Losses shall include direct damages only and shall not include special, consequential, indirect, punitive, or special damages.

6. Assignor agrees, without further consideration, to execute all documents reasonably necessary to perfect such transfer of all right, title and interest in and to the Company Marks and Domain Names from Assignor to Assignee, its successors, assigns and legal representatives.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Assignment may be executed by facsimile or pdf signature and a facsimile or pdf signature will constitute an original for all purposes. At the request of any party, the parties will confirm a facsimile of pdf transmission by signing a duplicate original document.

9. Without the prior written consent by the other party, neither Assignor nor Assignee may assign any of its rights and obligations hereunder to any person.

10. Each provision contained herein shall be severable and separable from other provisions. If at any time one or several provisions herein become invalid, illegal or unenforceable, the validity, legality or enforceability of this Assignment and other provisions herein shall not be affected thereby.

11. This Assignment shall be binding on the legal successors of the parties.

12. The parties agree that irreparable damage would occur if any provision of the Assignment were not performed in accordance with the terms of this Assignment, and that the parties will be entitled to seek specific performance of the terms of the Assignment, in addition to any other remedy to which they are entitled at law or in equity.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

CHICAGO BRIDGE & IRON COMPANY N.V.

By: [Signature]
Name:
Title:



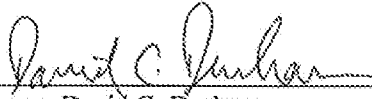
THE SHAW GROUP INC.

By: [Signature]
Name: William J. Shaw
Title: ASS'T Secy. & Gen'l. Mgr.



ASSIGNEE:

WSW ACQUISITION CO., LLC

By: 
Name: David C. Durham
Title: President

Schedule A

Company Marks

	Country	Mark	Status	Application No. Application Date	Registration No. Registration Date	Owner
1.	US	STONE & WEBSTER A Stone & Webster	Registered	76291012 7/27/2001	2627975 10/1/2002	The Shaw Group Inc.
2.	US	STONE & WEBSTER A SHAW GROUP COMPANY	Registered	76291011 7/27/2001	2620841 9/17/2002	The Shaw Group Inc.

Schedule B

Domain Names

	Domain Names	Date Created	Expiration Date	Registrar	Registrant
1.	CHINAAP1000.COM	7/03/2007	7/03/2017	Network Solutions, LLC.	The Shaw Group Inc.
2.	NUKEWORK.COM	5/07/2007	2/07/2016	Network Solutions, LLC.	The Shaw Group Inc.
3.	STONEANDWEBSTER.COM	9/03/1998	9/02/2020	Network Solutions, LLC.	The Shaw Group Inc.

Schedule C

[See attached]

portion thereof) in combination with any other words, trademark, trade name, logo or element in a manner that would be confusingly similar to Licensee's use of the Marks, but for the avoidance of doubt, subject to Section 2.3, Licensee may use the words "STONE AND WEBSTER" or "STONE & WEBSTER" as separate marks and in combination with the word "TECHNOLOGY".

2.3 Notwithstanding anything herein to the contrary, Licensee shall not (and shall cause its Affiliates not to) use, or authorize or license any Person to use, the words "STONE AND WEBSTER" or "STONE & WEBSTER" (or any portion thereof) as separate marks or in combination with any other words, trademark, trade name, logo or element in connection with any goods or services of the type marketed, advertised, promoted and/or sold by Licensee and its Affiliates in connection with the Business prior to the Effective Date.

2.4 Except for the License granted in Section 2.1, all rights in the Marks are hereby reserved to Licensee. And for the avoidance of doubt, (a) Licensee may not use the words "STONE AND WEBSTER" or "STONE & WEBSTER" separately from the Marks, and (b) Licensee shall not use the Marks in any manner for any other use other than as permitted under the License.

3. Ownership.

3.1 Licensee agrees that all rights, title and interest in the Marks, including all goodwill associated with the Marks, shall at all times remain the sole and exclusive property of Licensee. Licensee agrees that it shall obtain no right of ownership or any other right whatsoever over and in relation to the Marks, other than the License granted under Section 2. Any and all goodwill that may accrue as a result of Licensee's use of the Marks as permitted hereunder shall inure solely to Licensee.

3.2 Licensee shall have the sole right and authority to register the Marks for use on, and in connection with, any goods and services, which Licensee may elect to do in its sole discretion; provided, however, if Licensee requests Licensee to make additional registrations of the Marks for use under the License, Licensee will be authorized to make such additional registrations (and will provide Licensee with evidence of all such registrations) if Licensee chooses not to make such additional registrations within thirty (30) days after Licensee's request, and any such additional registrations requested by Licensee will be at its sole expense.

3.3 Licensee agrees that it will not, and it shall cause its Affiliates not to, attack or contest or assist others in attacking or contesting the Marks or Licensee's rights in the Marks.

3.4 Except as permitted under Section 2.2, Licensee agrees not to register or attempt to register the Marks or any confusingly similar trade name, trademark or service mark, or cause the Marks or any confusingly similar trade name, trademark or service mark to be registered in any country, state or other jurisdiction. Licensee agrees to cease all use of the Marks upon termination of this Agreement.

4. Quality Control, Audit Rights.

4.1 The quality of the goods and services provided or sold by Licensee under the Marks, as well as the quality of all promotional and advertising materials that bear the Marks,

shall meet or exceed the quality of the corresponding goods and services and promotional and advertising materials of Licensee prior to the Effective Date, and such other standards (to the extent applicable to the Business) as Licensee may reasonably establish from time to time for itself and any other licensees of the Marks and communicate to Licensee in writing; provided such other applicable standards are established (i) on a non-discriminatory basis with respect to Licensee as to Licensee's other licensees of the Marks and (ii) without the intent of interfering with Licensee's operation of the Business. Licensee shall not use the Marks in connection with any goods or services other than in accordance with such quality standards.

4.2 No more than once per year during each year of the term of this Agreement, upon the written request of Licensee, Licensee shall supply Licensee with a reasonable amount of specimens of Licensee's use of the Marks within a reasonable time period after Licensee's request therefore (at Licensee's sole cost and expense).

4.3 Upon at least thirty (30) days prior written notice, Licensee shall permit and cooperate in the reasonable inspection by Licensee or its designated representatives of Licensee's operations (including without limitation Licensee's engineering offices, and any other locations where Licensee performs any such services) that relate to goods or services provided by Licensee under the Marks. Any inspection of Licensee's premises (i) shall occur no more than once per year during each year of the term of this Agreement; (ii) shall occur during regular business hours; (iii) shall be at Licensee's sole cost and expense; and (iv) shall not unreasonably interfere with Licensee's business.

5. Protection of the Marks.

5.1 Licensee shall cooperate with Licensee in connection with Licensee's efforts to protect the Marks and shall promptly comply with Licensee's reasonable requests for information (at Licensee's sole cost and expense). Licensee shall execute such instruments as Licensee may reasonably request in connection with any registration or enforcement efforts that Licensee may undertake in connection with the Marks (at Licensee's sole cost and expense) within a reasonable time period of such request.

5.2 In the event of any actual or suspected infringement or dilution of any aspect of the Marks of which Licensee becomes aware, Licensee shall report the same to Licensee in writing within a reasonable time period after becoming aware thereof. Except as set forth in Section 5.3, Licensee shall have the sole and exclusive right to institute any claim, demand, or cause of action with respect to any such suspected or actual infringement or dilution. Licensee shall have no obligation or duty, however, to institute any such claim, demand, or cause of action. Licensee shall furnish Licensee reasonable cooperation in connection with any such claim, demand, or cause of action at Licensee's sole cost and expense. If as a matter of applicable Law it is necessary for Licensee to join such claim, demand, or cause of action in order for Licensee to exercise the foregoing right, then Licensee shall use all reasonable efforts to do so (at Licensee's sole cost and expense).

5.3 Notwithstanding anything herein to the contrary, if Licensee elects not to institute a claim, demand, or cause of action within a reasonable time period after Licensee's written request to do so and such suspected or actual infringement or dilution is materially and adversely

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affecting Licensee's ability to use the Marks or otherwise materially diminishing the value of the rights granted to Licensee hereunder, Licensee may request Licensor to initiate such claim, demand or cause of action at Licensee's sole expense; and if Licensor declines to do so within sixty (60) days of such request, Licensee shall have the right, but not the obligation, to initiate such claim, demand, or cause of action (at Licensee's sole cost and expense). Licensor shall furnish Licensee reasonable cooperation in connection with any such claim, demand, or cause of action at Licensee's sole cost and expense. If as a matter of applicable Law it is necessary for Licensor to join such claim, demand, or cause of action in order for Licensee to exercise the foregoing right, then Licensor shall use all reasonable efforts to do so (at Licensee's sole cost and expense). Notwithstanding anything herein to the contrary, Licensor shall execute such instruments as Licensee may reasonably request in connection with any registration or enforcement efforts that Licensee may undertake in connection with the Marks pursuant to the terms and conditions of this Agreement (at Licensee's sole cost and expense).

6. **Protection of Goodwill.** In connection with Licensor's use of the Marks, Licensee at all times shall use reasonable efforts to act and operate in a manner consistent with good business ethics and in a manner that will not materially diminish the goodwill and reputation of the Marks. The Parties acknowledge and agree that this Section 6 is a material obligation of this Agreement.

7. **Taxes.** As between the Parties, Licensee shall pay all license fees, sales, use, occupation, personal property, transportation and excise taxes, if any, and any other fees, assessments or taxes which may be assessed or levied by any national, state or local government and any departments and subdivisions thereof in connection with Licensee's use of the Marks pursuant to the terms and conditions of this Agreement.

8. **Compliance with Laws.** Each Party shall, at all times hereunder, comply with any and all applicable Laws, including without limitation all applicable export and import Laws.

9. **Representation and Warranties.**

9.1 Licensor represents and warrants to Licensee that: (a) Licensor is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (b) the performance of this Agreement will not violate any agreement between Licensor and any other Person and there are no contractual obligations preventing the fulfillment of any of Licensor's obligations agreed to herein, or materially impairing or diminishing the value of the rights granted hereunder or requiring Licensee to make any payment to any third party; (c) Licensor owns all right, title and interest in the Marks and has not granted any rights in the Marks to any Person which conflict with the rights licensed hereunder; (d) to Licensor's knowledge, the Marks do not infringe any Intellectual Property Rights of any other Person; and (e) the execution, delivery and performance by Licensor of this Agreement and the consummation of the transactions contemplated hereby are within the powers of Licensor, have been duly authorized by all necessary action on the part of Licensor, and constitute a valid and binding agreement of Licensor.

9.2 Licensee represents and warrants to Licensor that: (a) Licensee is duly organized, validly existing and in good standing under its jurisdiction of organization and has the

right to enter into this Agreement, and (b) the execution, delivery and performance by Licensee of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of Licensee and have been duly authorized by all necessary corporate action on the part of Licensee, and constitute a valid and binding agreement of Licensee.

10. **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT MIGHT OTHERWISE ARISE HEREUNDER INCLUDING THE IMPLIED WARRANTIES OF (1) MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; AND (3) THAT LICENSEE'S USE OF THE MARKS ARE FREE FROM INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF COPYRIGHTS, TRADEMARKS, OR INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF THIRD PARTIES. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO LICENSEE AS TO ITS EARNINGS, SUCCESS, REVENUES, PROFITS OR LOSSES PURSUANT TO THE LICENSE GRANTED UNDER THIS AGREEMENT AND LICENSEE HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY EARNINGS, SUCCESS, REVENUES, PROFIT, LOSS, OR FAILURE OF LICENSEE HEREUNDER.

11. **LIMITS OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR ITS SUCCESSORS OR PERMITTED ASSIGNEES) FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, EVEN IF LICENSEE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS.

12. **Termination.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect in perpetuity unless terminated pursuant to Section 13 below.

13. **Termination.**

13.1 In the event that Licensor or any of its subsidiaries commits a material breach of this Agreement (which is not cured to the reasonable satisfaction of Licensor within ninety (90) days after receipt by Licensee of written notice thereof from Licensor ("Breach Notice"), then without prejudice to any other rights Licensee may have with respect to such breach under law or in equity, Licensee may deliver to Licensor written notice of termination of this Agreement ("Termination Notice") which will be effective sixty (60) days after Licensee's receipt of such Termination Notice unless prior to such termination date Licensee has cured the breach to the reasonable satisfaction of Licensor. Notwithstanding anything herein to the contrary, to the extent any alleged material breach is based on a breach of Section 4 of this Agreement, Licensee shall provide Licensee with written notice thereof (the "Preliminary Notice") prior to sending a Breach Notice pursuant to this Section 13.1 and senior management of each Party shall meet within thirty (30) days after receipt of such Preliminary Notice to discuss in good faith the alleged

material breach and attempt to resolve such matter to the reasonable satisfaction of both Parties (it being understood that if the Parties are unable to resolve such matter to the reasonable satisfaction of both Parties within such thirty (30) day period, Licensor may proceed with sending a breach notice pursuant to this Section 13.1 if Licensee is still alleged to be in material breach of this Agreement at the end of such thirty (30) day period).

13.2 Licensee may terminate this Agreement at any time upon written notice to Licensor.

13.3 Upon expiration or termination of this Agreement, the license granted under this Agreement shall terminate, and Licensee shall immediately discontinue all use of the Marks in any manner. The provisions of Sections 3, 10, 11, 13.3, and 14 shall survive the termination of this Agreement.

14. Indemnity.

14.1 Licensee shall defend, indemnify, and hold Licensor and its Affiliates and their respective officers, directors, owners, partners, agents and representatives, (each an "Licensee Indemnified Person") harmless from and against any and all claims or causes of action whatsoever, and any and all liabilities and every loss, cost, and expense (including the cost of investigating the claim and reasonable attorneys' fees incurred by the Licensor Indemnified Person), brought by any third party, caused by, arising out of, or relating to (i) the use by Licensee, directly or indirectly, of the Marks in any manner that violates the terms and conditions of this Agreement, and (ii) the manufacture, use, sale, lease, rental or other providing or marketing of any goods or services by Licensee in connection with which Licensee has used the Marks following the Effective Date; provided, however, that with respect to clause (i) and (ii) above, Licensee shall not be obligated to indemnify Licensor for any claim that Licensee's use of the Marks as permitted hereunder infringes, dilutes or otherwise violates the Intellectual Property Rights of any other Person.

14.2 Licensor shall defend, indemnify, and hold Licensee and its Affiliates and their respective officers, directors, owners, partners, agents and representatives, (each an "Licensor Indemnified Person") harmless from and against any and all claims or causes of action whatsoever, and any and all liabilities and every loss, cost, and expense (including the cost of investigating the claim and reasonable attorneys' fees incurred by the Licensee Indemnified Person), brought by any third party, caused by, arising out of, or relating to any material breach of any of Licensor's representations, warranties or agreements made herein.

15. Other Provisions

15.1 **Amendment, Waiver, Modification.** No amendment, modification or waiver of any provision of this Agreement and no consent to any departure therefrom, shall be effective unless in writing and signed by duly authorized representatives of each Party. No notice to or demand on either Party shall entitle it to any other or further notice or demand in similar or other circumstances. No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of

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any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

15.2 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, neither Party may assign, delegate or transfer, in whole or in part, this Agreement, to any Person, without the prior written consent of the other Party; provided that, either Party may, without the consent of the other Party, assign its rights and obligations hereunder (i) to any of its Affiliates (ii) being understood that no such assignment shall relieve a Party of any of its obligations hereunder except to the extent, if any, that such obligations are expressly released by the other Party in writing; or (iii) in connection with a sale, merger, consolidation, spin-off, public offering of stock or similar strategic transaction or series of related transactions resulting in a sale, transfer or change of control of all or substantially all of its business to which this Agreement relates.

15.3 **Headings.** The titles and headings to Articles and Sections contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

15.4 **Independent Contractor Relationship.** Each Party acknowledges and agrees that it is an independent contractor and not the agent or legal representative of the other Party. Nothing contained in this Agreement shall be construed to (i) give either Party the power to direct or control the activities of the other; (ii) constitute the parties as principal and agent, partners, joint venturers, or co-owners or otherwise as participants in a joint undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. THIS IS NOT A FRANCHISE (OR BUSINESS OPPORTUNITY) RELATIONSHIP.

15.5 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by a nationally recognized overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the Parties at the following addresses or at such other address for a party as shall be specified by like notice, provided, that notices of a change of address shall be effective only upon receipt thereof.

to Licensor, addressed to:

Technip S.A.
89 avenue de la Grande Armée
75116 Paris, France
Telephone: +33 (0)1 47 78 37 56
Facsimile: +33 (0)1 47 78 35 02
Attn: John Harrison
E-mail: jharrison@technip.com

to Licensee, addressed to:

The Shaw Group Inc.
4171 Essex Lane
Baton Rouge, LA 70809
Telephone: (225) 932-2500
Facsimile: (225) 932-2661
Attn: General Counsel

15.6 **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, without giving effect to the conflicts of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

15.7 **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unenforceable or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

15.8 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

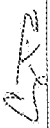
15.9 **Entire Agreement.** This Agreement and the Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersedes any previous agreements and understandings between the Parties with respect to such matters. The Exhibits are hereby incorporated in and made a part of this Agreement as if set forth in full herein. For the avoidance of doubt, the Parties acknowledge and agree that the transactions contemplated by the Purchase Agreement together with the transactions contemplated by this Agreement, collectively constitute a single and integrated transaction.

[Signature Page Follows]

In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date

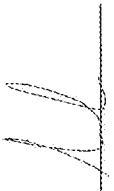
LICENSOR:

THE SHAW GROUP, INC.

By: 
Name: Craig Pierce
Title: Authorized Signatory

LICENSEE:

TECHMP S.A.

By: 
Name: Arnaud Real
Title: Authorized Signatory