

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CH2M HILL COMPANIES, LTD.		09/30/2016	Corporation: DELAWARE
CH2M HILL ENGINEERS, INC.		09/30/2016	Corporation: DELAWARE
CH2M HILL, INC.		09/30/2016	Corporation: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1525 West W.T. Harris Blvd.
<b>Internal Address:</b>	Mail Code 0680
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	1778210	CH2M HILL
<b>Registration Number:</b>	2217146	CH2MHILL
<b>Registration Number:</b>	2539310	CH2MHILL
<b>Registration Number:</b>	2531430	
<b>Registration Number:</b>	2141945	IDC
<b>Registration Number:</b>	2144093	IDC
<b>Registration Number:</b>	4187073	VOYAGE
<b>Registration Number:</b>	3697148	VOYAGE
<b>Serial Number:</b>	86461468	CH2M
<b>Serial Number:</b>	86435746	OMNISIGHT

## CORRESPONDENCE DATA

Fax Number: 7045032622

*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.*

Phone: 704 503 2600

TRADEMARK

**Email:** vbantug@kslaw.com  
**Correspondent Name:** KING & SPALDING  
**Address Line 1:** 100 N TRYON STREET  
**Address Line 2:** SUITE 3900  
**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 18464.015123

**NAME OF SUBMITTER:** Vicky R. Bantug

**SIGNATURE:** /Vicky R. Bantug/

**DATE SIGNED:** 10/03/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Credit Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain (a) Third Amendment to Credit Agreement, dated as of September 30, 2016 (the "Third Amendment"), by and among CH2M HILL Companies, Ltd., a Delaware corporation (the "Parent"), CH2M HILL, Inc., a Florida corporation ("CH2M Inc."), Operations Management International, Inc., a California corporation ("OMI"), CH2M HILL Engineers, Inc., a Delaware corporation ("CH2M Engineers"), CH2M HILL Global, Inc., a Delaware corporation ("CH2M Global"), CH2M HILL Constructors, Inc., a Delaware corporation ("CH2M Constructors"), and CHVENG, LLC (formerly known as CH2M HILL Energy, Ltd.), a Delaware limited liability company ("CHVENG," and together with the Parent, CH2M Inc., OMI, CH2M Engineers, CH2M Global and CH2M Constructors, each a "Borrower," and, collectively, the "Borrowers"), the Subsidiary Guarantors party thereto, the Lenders from time to time party thereto and Wells Fargo, as Administrative Agent and (b) Second Amended and Restated Credit Agreement, dated as of March 28, 2014 (as amended by that certain First Amendment to Credit Agreement, dated as of September 26, 2014, that certain Second Amendment to Credit Agreement, dated as of March 30, 2015, that certain Consent, dated as of April 25, 2016, and the Third Amendment and as further amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrowers, the Subsidiary Guarantors party thereto, the Lenders from time to time party thereto and Wells Fargo, in separate capacities as Swing Line Lender and as Administrative Agent on behalf and for the benefit of the Credit Group, the Credit Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Credit Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Credit Group and the Bank Product Providers, that certain Security Agreement, dated as of September 30, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Credit Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth

in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Credit Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to Trademarks; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any (i) claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, the term “Trademark Collateral” shall not include any Excluded Collateral.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Credit Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Credit Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

2. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

3. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts) each of which will constitute an original, but all of which when taken together shall constitute a single contract.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE

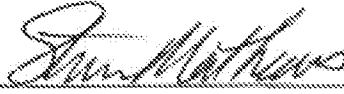
PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS, WAIVER OF JURY TRIAL AND VENUE SET FORTH IN SECTION 22 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


CH2M HILL COMPANIES, LTD.

By: 

Name: Steven Mathews

Title: Treasurer and Authorized Signatory

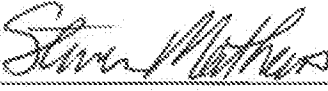
CH2M HILL ENGINEERS, INC.

By: 

Name: Steven Mathews

Title: Treasurer and Authorized Signatory

CH2M HILL, INC.

By: 

Name: Steven Mathews

Title: Treasurer and Authorized Signatory

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By:   
Name: S. Michael St. Geme  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005890 FRAME: 0268

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

	<b>Mark</b>	<b>App. No. Reg. No.</b>	<b>App. Date Reg. Date</b>	<b>Grantor</b>
1.	CH2M HILL	74324742 1778210	Oct 22, 1992 June 22, 1993	CH2M HILL COMPANIES, LTD
2.	CH2MHILL and Design  	75359047 2217146	Sep 18, 1997 Jan 12, 1999	CH2M HILL COMPANIES, LTD.
3.	CH2MHILL	76010026 2539310	Mar 27, 2000 Feb 19, 2002	CH2M HILL COMPANIES, LTD.
4.	Design Only  	76010025 2531430	Mar 27, 2000 Jan 22, 2002	CH2M HILL COMPANIES, LTD.
5.	IDC	75142306 2141945	July 30, 1996 Mar 10, 1998	CH2M HILL ENGINEERS, INC.
6.	IDC and Design  	75154562 2144093	Aug 22, 1996 Mar 17, 1998	CH2M HILL ENGINEERS, INC.
7.	VOYAGE	77613533 4187073	Nov 13, 2008 August 7, 2012	CH2M HILL, INC.
8.	VOYAGE	78691088 3697148	Aug 11, 2005 Oct 13, 2009	CH2M HILL, INC.



**Trademark Applications**

	<b>Mark</b>	<b>App. No. Reg. No.</b>	<b>App. Date Reg. Date</b>	<b>Grantor</b>
1.	CH2M	86461468 <i>Filed under Sec 1(a)/Statement of Use filed</i>	Nov 21, 2014	CH2M HILL, INC.
2.	OMNISIGHT	86435746 <i>Filed under Sec 1(b)/Intent to Use</i>	Oct 27, 2014	CH2M HILL, INC.