

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
URS MANAGEMENT SERVICES, INC.		03/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH STREET FINANCE CORP., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	777 West Putnam Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87061086	ALLTRAN	
<b>Serial Number:</b>	87061096	LET'S SOLVE IT TOGETHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	28514 / 148		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	03/23/2017		
<b>Total Attachments: 5</b>			
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*Notwithstanding anything herein to the contrary, the lien and security interest granted to the administrative agent pursuant to this Agreement and the exercise of any right or remedy by the administrative agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of September 10, 2014 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among THE CIT GROUP/BUSINESS CREDIT, INC., as First Lien Administrative Agent, FIFTH STREET FINANCE CORP., as Second Lien Administrative Agent, THE CIT GROUP/BUSINESS CREDIT, INC., as Control Agent, and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.*

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 23, 2017, by URS MANAGEMENT SERVICES, INC., a Delaware corporation (the "Grantor"), in favor of FIFTH STREET FINANCE CORP., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit and Guaranty Agreement dated as of September 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the other borrowers and guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties (as defined in the Credit Agreement).

WHEREAS pursuant to the Security and Pledge Agreement, dated as of September 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest in all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned, or hereafter acquired by the Grantor to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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 Trademarks**

The Grantor hereby confirms its grant to the Administrative Agent of a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired but excluding any Excluded Asset (collectively, the "Trademark Collateral").

**Section 3. Security for Obligations**

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

**Section 4. Security Agreement**

The security interests described herein were granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby confirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted pursuant to the Security Agreement 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

**Section 5. Recordation**

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

**Section 6. Termination**

Upon the Termination Date (as defined in the Credit Agreement), the Administrative Agent shall, at the Grantor's expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

**Section 7. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

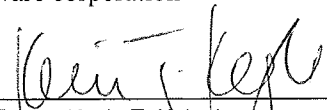
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:


**URS MANAGEMENT SERVICES, INC.**, a  
Delaware corporation

By:   
Name: Kevin T. Keleghan  
Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

**FIFTH STREET FINANCE CORP.**

By its Agent: Fifth Street Management LLC

By:   
Name: Patrick J. Dalton  
Title: Co-President

**SCHEDULE A  
TO**

**TRADEMARK SECURITY AGREEMENT  
UNITED STATES REGISTERED TRADEMARKS:**

<b>Original Registrant</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>
URS Management Services, Inc.	"ALLTRAN"	U.S.	87/061,086	6/6/2016
URS Management Services, Inc.	"LET'S SOLVE IT TOGETHER"	U.S.	87/061,096	6/6/2016