

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CH2M HILL COMPANIES, LTD.		04/28/2017	Corporation: DELAWARE
CH2M HILL ENGINEERS, INC.		04/28/2017	Corporation: DELAWARE
CH2M HILL, INC.		04/28/2017	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Secured Notes Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86461468	CH2M
Serial Number:	74324742	CH2M HILL
Serial Number:	76010026	CH2MHILL
Serial Number:	75359047	CH2MHILL
Serial Number:	75142306	IDC
Serial Number:	75154562	IDC
Serial Number:	76010025	
Serial Number:	86435746	OMNISIGHT
Serial Number:	78691088	VOYAGE
Serial Number:	77613533	VOYAGE

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 2136836305

Email: williamwolff@paulhastings.com

TRADEMARK

Correspondent Name: William Wolff
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 4788253733149764

NAME OF SUBMITTER: William Wolff

SIGNATURE: /William Wolff/

DATE SIGNED: 04/28/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 28th day of April, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and Wilmington Trust, National Association, in its capacity as Secured Notes Collateral Agent under and as defined in the Indenture (as defined below) for the Secured Parties (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 the Purchase Agreement, dated as of April 27, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), by and among CH2M HILL Companies, Ltd., a Delaware corporation (the “**Issuer**”), the Subsidiaries of the Issuer listed as note guarantors on the signature pages thereto, and the purchasers party thereto (the “**Purchasers**”), the Purchasers have agreed to purchase the Issuer’s 10.00% Senior Second Lien Notes due 2020 (the “**Notes**”), being issued pursuant to the Indenture, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among the Issuer, the Note Guarantors (as defined below) and Wilmington Trust, National Association, in its capacity as trustee (in such capacity, together with its successors and assigns in such capacity, the “**Trustee**”) and Agent;

WHEREAS, pursuant to the Indenture, 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**”), CH2M HILL Alaska, Inc., an Alaska corporation (“**CH2M Alaska**”), and CH2M HILL Plateau Remediation Company, a Washington corporation (“**CH2M Hill Plateau**” and together with CH2M Inc., OMI, CH2M Engineers, CH2M Global, CH2M Constructors, CHVENG and CH2M Alaska, the “**Note Guarantors**” and each a “**Note Guarantor**”), on a joint and several basis, have guaranteed the obligations of the Issuer under the Notes;

WHEREAS, it is a condition to completion of the sale and purchase of the Notes pursuant to the Purchase Agreement that the Issuer and each Grantor have entered into the Second Lien Security Agreement dated as of April 28, 2017 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Second Lien Security Agreement**”); and

WHEREAS, pursuant to the Second Lien Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, 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 Second Lien Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Second Lien Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

TRADEMARK SECURITY AGREEMENT

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit the Secured Parties, 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**”):

- (a) all of its Trademarks including those referred to on **Schedule I**;
- (b) 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
- (c) 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.

3. 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 Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 Secured Parties, pursuant to the Second Lien 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 Second Lien 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 Second Lien Security Agreement, the Second Lien Security Agreement shall control.

5. 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**.

6. COUNTERPARTS. This Trademark Security Agreement is a Second Lien 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.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Wells

Fargo Bank, National Association (and its permitted successors and assigns) pursuant to or in connection with the Second Amended and Restated Credit Agreement dated as of March 28, 2014, among the Issuer, certain Subsidiaries of the Issuer party thereto as borrowers or as guarantors thereunder, the lenders party thereto from time to time and Wells Fargo Bank, National Association, as agent, as amended and as further amended, supplemented, restated, extended, refinanced, renewed, replaced, defeased, refunded or otherwise modified from time to time, and the other Senior Agents, if any, in each case in accordance with the terms of the Intercreditor Agreement and (ii) the exercise of any right or remedy by Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

8. 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 23 OF THE SECOND LIEN SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

9. Wilmington Trust is entering into this Trademark Security Agreement solely in its capacity as Secured Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities of the Secured Notes Collateral Agent set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK SECURITY AGREEMENT

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: Steven Mathews
Name: Steven Mathews
Title: Treasurer

CH2M HILL ENGINEERS, INC.

By: Steven Mathews
Name: Steven Mathews
Title: Treasurer and Vice President

CH2M HILL, INC.

By: Steven Mathews
Name: Steven Mathews
Title: Treasurer and Vice President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, solely in its capacity as Secured
Notes Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006046 FRAME: 0559

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:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, solely in its capacity as Secured
Notes Collateral Agent

By:  _____
Name: **Hallie E. Field**
Title: **Assistant Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006046 FRAME: 0560**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR/OWNER	MARK	CLASS	COUNTRY	STATUS	APPLICATION No.	REGISTRATION No.
CH2M HILL, Inc.	<u>CH2M</u>	035, 037,042	United States of America	Registered	86/461,468	5037140
CH2M HILL Companies, Ltd.	<u>CH2M HILL</u>	042	United States of America	Registered	74/324,742	1778210
CH2M HILL Companies, Ltd.	<u>CH2MHILL</u>	042	United States of America	Registered	76/010,026	2539310
CH2M HILL Companies, Ltd.	<u>CH2MHILL & Design (Globe & Shadow)</u>	042	United States of America	Registered	75/359,047	2217146
CH2M HILL Engineers, Inc.	<u>IDC</u>	035, 042	United States of America	Registered	75/142,306	2141945
CH2M HILL Engineers, Inc.	<u>IDC & Design</u>	035, 042	United States of America	Registered	75/154,562	2144093
CH2M HILL Companies, Ltd.	<u>Miscellaneous Design (Sphere & Shadow w/Color)</u>	042	United States of America	Registered	76/010,025	2531430
CH2M HILL, Inc.	<u>OMNISIGHT</u>	035, 042	United States of America	Allowed	86/435,746	
CH2M HILL, Inc.	<u>VOYAGE</u>	009	United States of America	Registered	78/691,088	3697148
CH2M HILL, Inc.	<u>VOYAGE</u>	009	United States of America	Registered	77/613,533	4187073

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