

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451696

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SALLYPORT GLOBAL HOLDINGS INC.		11/21/2017	Corporation: DELAWARE
MICHAEL BAKER INTERNATIONAL, LLC		11/21/2017	Limited Liability Company: DELAWARE
MICHAEL BAKER INTERNATIONAL, INC.		11/21/2017	Corporation: PENNSYLVANIA
PROJECT MANAGEMENT SERVICES, INC.		11/21/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIZENS BANK OF PENNSYLVANIA
<b>Street Address:</b>	525 William Penn Place
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	Chartered Bank: PENNSYLVANIA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	87347688	SALLYPORT
<b>Serial Number:</b>	87029938	MICHAEL BAKER INTERNATIONAL
<b>Serial Number:</b>	86772548	DATAMARK
<b>Serial Number:</b>	77540951	CO2NSCIOUS
<b>Serial Number:</b>	78474073	PMC
<b>Serial Number:</b>	78417992	IN SHAPE
<b>Serial Number:</b>	86151256	IWATR
<b>Serial Number:</b>	75868441	RBF CONSULTING
<b>Serial Number:</b>	75496923	PMSI

## CORRESPONDENCE DATA

Fax Number:

*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.*

**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:** 187819-0012

**NAME OF SUBMITTER:** Kareem Ansley

**SIGNATURE:** /Kareem Ansley/

**DATE SIGNED:** 11/21/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

### (Notice and Confirmation of Grant of Security Interest in Trademarks)

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2017, between **SALLYPORT GLOBAL HOLDINGS, INC.**, a Delaware corporation, **MICHAEL BAKER INTERNATIONAL, LLC**, a Delaware limited liability company, **MICHAEL BAKER INTERNATIONAL, INC.**, a Pennsylvania corporation and **PROJECT MANAGEMENT SERVICES, INC.**, a Delaware corporation (each, a “*Grantor*” and collectively, the “*Grantors*”), and **CITIZENS BANK OF PENNSYLVANIA**, as Administrative Agent.

WHEREAS, each Grantor owns the Trademark Collateral (as defined below and as set forth on Schedule 1);

WHEREAS, Michael Baker International, LLC (“*Parent*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto, Citizens Bank of Pennsylvania, as Administrative Agent, Swingline Lender, Issuing Bank and a Lender, are parties to a Credit Agreement, dated as of November 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to a Security Agreement, dated as of November 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among Parent, the other Grantors party thereto, Citizens Bank of Pennsylvania, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of each Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral; and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby confirms, subject to existing licenses to use the trademarks granted by each such Grantor, that pursuant to the Security Agreement it granted to the Grantee, to secure the Secured Obligations, a continuing security interest in all of each such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by each Grantor, including, without limitation, each Trademark registration or application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) all rights to sue or otherwise recover for any past, present and future infringement, misappropriation, dilution or other violation of the foregoing; and

(iii) all Proceeds of from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing notice and confirmation of grant of security interest is made in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

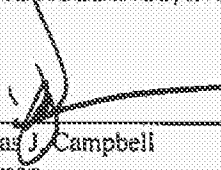
This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

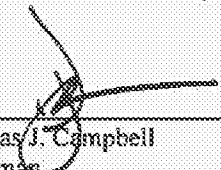
SALLYPORT GLOBAL HOLDINGS, INC.

By: \_\_\_\_\_

  
Name: Thomas J. Campbell  
Title: Chairman

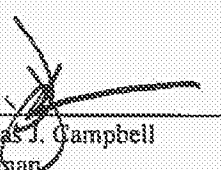
MICHAEL BAKER INTERNATIONAL, LLC

By: \_\_\_\_\_

  
Name: Thomas J. Campbell  
Title: Chairman

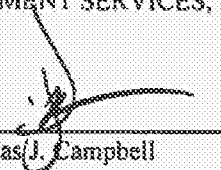
MICHAEL BAKER INTERNATIONAL, INC.

By: \_\_\_\_\_

  
Name: Thomas J. Campbell  
Title: Chairman

PROJECT MANAGEMENT SERVICES, INC.

By: \_\_\_\_\_

  
Name: Thomas J. Campbell  
Title: Chairman

[Michael Baker -- Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006210 FRAME: 0608**

**Acknowledged:**

**CITIZENS BANK OF PENNSYLVANIA,**  
as Administrative Agent

By: Frank E. Lewis  
Name: Frank E. Lewis  
Title: Senior Vice President

**TRADEMARKS**

**1. Sallyport Global Holdings, Inc.**

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
SALLYPORT	SALLYPORT GLOBAL HOLDINGS INC.	87347688	23-FEB-2017	N/A	N/A

**2. Michael Baker International, LLC**

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
MICHAEL BAKER INTERNATIONAL	MICHAEL BAKER INTERNATIONAL, LLC	87029938	09-MAY-2016	5288753	19-SEP-2017

**3. Michael Baker International, Inc.**

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
DATAMARK	MICHAEL BAKER INTERNATIONAL, INC.	86772548	29-SEP-2015	4960087	17-MAY-2016
CO2NSCIOUS	MICHAEL BAKER INTERNATIONAL, INC.	77540951	06-AUG-2008	3713025	17-NOV-2009
PMC	MICHAEL BAKER INTERNATIONAL, INC.	78474073	26-AUG-2004	3282360	21-AUG-2007
IN SHAPE	MICHAEL BAKER INTERNATIONAL, INC.	78417992	13-MAY-2004	3362228	01-JAN-2008

IWATR	MICHAEL BAKER INTERNATIONAL, INC.	86151256	23-DEC-2013	4572220	22-JUL- 2014
RBF CONSULTING	MICHAEL BAKER INTERNATIONAL, INC.	75868441	10-DEC-1999	2711679	29-APR- 2003

**4. Project Management Services, Inc.**

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
PMSI	PROJECT MANAGEMENT SERVICES, INC.	75496923	05-JUN-1998	2292353	16-NOV- 1999