

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451703

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Michael Baker International, Inc. | | 11/21/2017 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC, as Collateral Agent | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4960087 | DATAMARK | |
| Registration Number: | 3713025 | CO2NSCIOUS | |
| Registration Number: | 3282360 | PMC | |
| Registration Number: | 3362228 | IN SHAPE | |
| Registration Number: | 4572220 | IWATR | |
| Registration Number: | 2711679 | RBF CONSULTING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 312/876-7628 | | |
| Email: | linda.kastner@lw.com | | |
| Correspondent Name: | Linda R. Kastner, c/o Latham & Watkins | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| NAME OF SUBMITTER: | Linda Kastner | | |
| SIGNATURE: | /lk/ | | |
| DATE SIGNED: | 11/21/2017 | | |

OP \$165.00 4960087

Total Attachments: 5

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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 MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation (the “*Grantor*”), and JEFFERIES FINANCE LLC, as Collateral Agent.

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

WHEREAS, Michael Baker International, LLC (the “*Borrower*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Jefferies Finance LLC, as Administrative Agent, 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 the Borrower, the Guarantors party thereto and Jefferies Finance LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), the 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 such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); 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, the Grantor hereby confirms, subject to existing licenses to use the trademarks granted by 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 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 the 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.

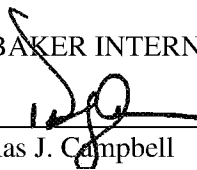
The foregoing notice and confirmation of grant of security interest is made in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security 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, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MICHAEL BAKER INTERNATIONAL, INC.

By:  _____


Name: Thomas J. Campbell

Title: Chairman

Acknowledged:




JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: Jason Kennedy
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

MICHAEL BAKER INTERNATIONAL, INC.

| Trademark | Registration Date | Registration No. |
|---|--------------------------|-------------------------|
| DATAMARK | May 17, 2016 | 4960087 |
| CO2NSCIOUS  | November 17, 2009 | 3713025 |
|  PMC | August 21, 2007 | 3282360 |
|  IN SHAPE | January 1, 2008 | 3362228 |
| IWATR | July 22, 2014 | 4572220 |
| RBF CONSULTING | April 29, 2003 | 2711679 |