

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Baker International, LLC		11/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	246 Goose Lane		
Internal Address:	Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5288753	MICHAEL BAKER INTERNATIONAL	
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		
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 SALLY 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

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

WHEREAS, Michael Baker International, LLC (the “*Company*”), Michael Baker International Holdco Corporation (the “*Co-Issuer*” and together with the Company, the “*Issuers*” and each an “*Issuer*”) the Guarantors party thereto and Wilmington Trust, National Association, as Trustee and Collateral Agent, are parties to an Indenture, dated as of November 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”);

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 Issuers, the Guarantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Notes Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), each Grantor secures the Indenture Obligations by granting to the Grantee for the benefit of such Notes Secured Parties a continuing security interest in the Collateral of each such Grantor, including all right, title and interest of each 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, 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 Indenture 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.

SALL YPORT 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

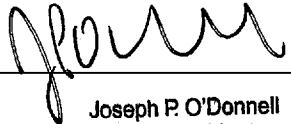
PROJECT MANAGEMENT SERVICES, INC.

By: _____
Name: Thomas J. Campbell
Title: Chairman

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

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: Joseph P. O'Donnell
Vice President

[Michael Baker – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006210 FRAME: 0798

**Schedule 1
to Trademark Security Agreement**


SALLYPORT GLOBAL HOLDINGS, INC.

Trademark	Application Date	Application No.
SALLYPORT	February 23, 2017	87347688

MICHAEL BAKER INTERNATIONAL, LLC

Trademark	Registration Date	Registration No.
Michael Baker International	September 19, 2017	5288753

MICHAEL BAKER INTERNATIONAL, INC.

Trademark	Registration Date	Registration No.
DATAMARK	May 17, 2016	4960087
CO2NSCIOUS conscious	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

PROJECT MANAGEMENT SERVICES, INC.

Trademark	Registration Date	Registration No.
PMSI	November 16, 1999	2292353