### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM451752 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** Termination and Release of Security Interest in Trademarks Recorded at

Reel 5468, Frame 0316

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		11/21/2017	National Banking Association: UNITED STATES

#### RECEIVING PARTY DATA

Name:	Michael Baker International, Inc.	
Street Address:	500 Grant Street, Suite 5400	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	Corporation: PENNSYLVANIA	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3282360	PMC
Registration Number:	3362228	IN SHAPE
Registration Number:	3713025	CO2NSCIOUS

#### CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com Justine Lu/White & Case LLP Correspondent Name: Address Line 1: 555 South Flower Street, 2700 Los Angeles, CALIFORNIA 90071 Address Line 4:

ATTORNEY DOCKET NUMBER:	1161169-0002-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	11/21/2017

**Total Attachments: 3** 

source=Michael Baker - Trademark Release - PMC [Executed]#page1.tif

source=Michael Baker - Trademark Release - PMC [Executed]#page2.tif source=Michael Baker - Trademark Release - PMC [Executed]#page3.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks ("<u>Trademark Release</u>") is made as of November 21, 2017, by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a United States national banking association (the "<u>Collateral Agent</u>") in favor of **MICHAEL BAKER INTERNATIONAL, INC.** ("<u>Owner</u>"), a Pennsylvania corporation with an address at 500 Grant Street, Suite 5400, Pittsburgh, Pennsylvania 15219.

#### WITNESSETH:

WHEREAS, Pacific Municipal Consultants ("<u>Pledgor</u>") entered into a certain trademark security agreement dated February 26, 2015 (the "<u>Trademark Security Agreement</u>") with Collateral Agent, notice of which was recorded on February 27, 2015 at the United States Patent and Trademark Office at Reel 5468, Frame 0316.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Pledgor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the "Security Interest") in favor of the Collateral Agent, in and to its Trademark Collateral, including the Trademarks listed in Schedule 1, and all goodwill associated with such Trademarks.

WHEREAS, Pledgor entered into a Trademark Assignment Agreement dated December 31, 2015 with Owner pursuant to which Pledgor sold, assigned and transferred the Trademark Collateral, including all goodwill associated with such Trademark Collateral, to Owner, notice of which was recorded on January 29, 2016 at the United States Patent and Trademark Office at Reel 5719, Frame 0379.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the Trademark Collateral of the Owner, including all goodwill associated with the Trademark Collateral, and assigns, transfers and conveys to Owner any interest in such intellectual property, including the Security Interest. The Collateral Agent further hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Owner and its successors and assigns in association with the Security Interest, and hereby releases the Owner and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest.

[Remainder of this page intentionally left blank; signature page follows]

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Trademark Release to be executed as of the day and year first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Collateral Agent

By:

Name: Willis A. Williams

Title: Vice President I Senior Relationship

Manager

#### SCHEDULE 1

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration No.	Registration Date
PMC	3282360	8/21/2007
IN SHAPE	3362228	1/1/2008
CO2NSCIOUS	3713025	11/17/2009

**RECORDED: 11/21/2017**