

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded at Reel 5131, Frame 0373		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		11/21/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Michael Baker Corporation		
Street Address:	Airside Business Park, 100 Airside Drive		
City:	Moon Township		
State/Country:	PENNSYLVANIA		
Postal Code:	15108		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2759858	ICE WOLF	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1161169-0003-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	11/21/2017		
Total Attachments: 4			
source=22 - Project Titan - Trademark Release (Michael Baker Corporation)#page1.tif			
source=22 - Project Titan - Trademark Release (Michael Baker Corporation)#page2.tif			
source=22 - Project Titan - Trademark Release (Michael Baker Corporation)#page3.tif			

CH \$40.00 2759858

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Release") is made as of November 21, 2017, by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a United States national banking association (the "Collateral Agent") in favor of **MICHAEL BAKER CORPORATION**, a Pennsylvania corporation with principal offices at Airside Business Park, 100 Airside Drive, Moon Township, Pennsylvania (the "Pledgor").

WITNESSETH:

WHEREAS, Pledgor entered into a certain trademark security agreement, dated as of October 11, 2013 (the "Trademark Security Agreement"), with the Collateral Agent, notice of which was recorded on October 15, 2013 at the United States Patent and Trademark Office at Reel 5131, Frame 0373.

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, pursuant to the written request under the Indenture (as defined below), and in connection with the satisfaction and discharge of the Indenture, dated as of October 11, 2013 (as supplemented by (i) the First Supplemental Indenture, dated as of October 11, 2013, (ii) the Second Supplemental Indenture, dated as of February 20, 2014, (iii) the Third Supplemental Indenture, dated as of February 13, 2015, (iv) the Fourth Supplemental Indenture, dated as of February 26, 2015, (v) the Fifth Supplemental Indenture, dated as of August 4, 2016, (vi) the Sixth Supplemental Indenture, dated as of April 21, 2017 (which contained amendments, other modifications and a lien release that never became operative), (vii) the Seventh Supplemental Indenture, dated as of August 17, 2017, and (viii) the Eighth Supplemental Indenture, dated as of September 18, 2017, the "Indenture"), by and among Michael Baker International, LLC, Michael Baker International Holdco Corporation (formerly known as Michael Baker Corporation, as successor by merger to CDL Acquisition Co. Inc.), the guarantors party thereto and Wilmington Trust, National Association, as trustee and Collateral Agent, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

WHEREAS, on the date hereof, the Collateral Agent has received an officers' certificate and an opinion of counsel, each stating that all conditions precedent under the Indenture to the execution of this Trademark Release by the Collateral Agent have been satisfied.

NOW, THEREFORE, in consideration of the foregoing and in reliance on the officers' certificate and an opinion of counsel delivered to the Collateral Agent, and intending to be

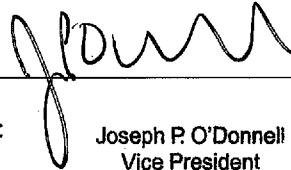
legally bound, the Collateral Agent, for itself and on behalf of the other Notes Secured Parties, hereby releases, terminates and discharges any and all of its interest in the Trademark Collateral of the Pledgor, including all goodwill associated with the Trademark Collateral, and assigns, transfers and conveys to Pledgor 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 Pledgor and its successors and assigns in association with the Security Interest, and hereby releases the Pledgor 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.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____



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

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
ICE WOLF	76321912	10/5/2001	2759858	9/2/2003

AMERICAS 93811923