

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, NA		12/15/2017	National Banking Association: DELAWARE

RECEIVING PARTY DATA

Name:	CH2M HILL Companies, LTD
Street Address:	9191 South Jamaica Street
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Limited Corporation: DELAWARE
Name:	CH2M HILL, Inc.
Street Address:	550 W. Cypress Creek road
City:	Ft. Lauderdale
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	Corporation: FLORIDA
Name:	CH2M Hill Engineers, Inc.
Street Address:	9191 South Jamaica St
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1778210	CH2M HILL
Registration Number:	2217146	CH2MHILL
Registration Number:	2539310	CH2MHILL
Registration Number:	2531430	
Registration Number:	2141945	IDC
Registration Number:	2144093	IDC
Registration Number:	4187073	VOYAGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3697148	VOYAGE
Serial Number:	86461468	CH2M
Serial Number:	86435746	OMNISIGHT

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 2128598000

Email: mark.konzelmann@friedfrank.com

Correspondent Name: Mark Konzelmann

Address Line 1: 1 New York Plaza

Address Line 2: Floor 26

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Mark Konzelmann
SIGNATURE:	/Mark Konzelmann/
DATE SIGNED:	12/18/2017

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of December 15, 2017 and granted by Wilmington Trust, National Association, in its capacity as Secured Notes Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “**Secured Notes Collateral Agent**”) under and as defined in the Indenture (as defined below) for the Secured Parties (as defined in the Second Lien Security Agreement described below), in favor of CH2M HILL Companies, Ltd., a Delaware corporation (the “**Issuer**”), CH2M HILL, Inc., a Florida corporation (“**CHIL**”), and CH2M HILL Engineers, Inc., a Delaware corporation (“**Engineers**”) and, collectively with the Issuer and CHIL, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to the Purchase Agreement, dated as of April 27, 2017 (the “**Purchase Agreement**”), by and among the Issuer, the Subsidiaries of the Issuer listed as note guarantors on the signature pages thereto, and the purchasers party thereto (the “**Purchasers**”), the Purchasers agreed to purchase the Issuer’s 10.00% Senior Second Lien Notes due 2020 (the “**Notes**”), issued pursuant to the Indenture, dated as of April 28, 2017 (the “**Indenture**”), by and among the Issuer, the Note Guarantors from time to time party thereto and Wilmington Trust, National Association, in its capacity as trustee (in such capacity, together with its successors and assigns in such capacity, the “**Trustee**”);

WHEREAS, pursuant to the Indenture, several subsidiaries of the Issuer, including the CHIL and Engineers, have guaranteed, on a joint and several basis, the obligations of the Issuer under the Notes;

WHEREAS, as a condition to completion of the sale and purchase of the Notes pursuant to the Purchase Agreement, (i) the Issuer and each of the Note Guarantors executed and delivered to the Secured Notes Collateral Agent the Second Lien Security Agreement, dated as of April 28, 2017 (the “**Second Lien Security Agreement**”), and (ii) the Grantors executed and delivered to the Secured Notes Collateral Agent the Trademark Security Agreement, dated as of April 28, 2017 (the “**Trademark Security Agreement**”) and, together with the Second Lien Security Agreement, the “**Security Agreements**”);

WHEREAS, the Issuer has redeemed all of the outstanding principal amount of the Notes and the Secured Obligations have been paid in full; and

WHEREAS, the Grantors have requested that the Secured Notes Collateral Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantors of any and all right, title, and interest the Secured Notes Collateral Agent and the Secured Parties may have in the Trademark Collateral (as defined below) pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Notes Collateral Agent hereby states as follows:

1. Release of Security Interest. The Secured Notes Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”), without recourse or warranty of any kind or nature:
 - a. all of such Grantors’ Trademarks including those referred to on Schedule 1;

- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to Trademarks; and
 - c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any (i) claim by such Grantors against third parties for past, present or future infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
2. Further Assurances. The Secured Notes Collateral Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
3. GOVERNING LAW, SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS, WAIVER OF JURY TRIAL AND VENUE PROVISION. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS, WAIVER OF JURY TRIAL AND VENUE SET FORTH IN SECTION 23 OF THE SECOND LIEN SECURITY AGREEMENT AND SECTIONS 12.8 OF THE INDENTURE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.
4. Wilmington Trust, National Association is executing this Release solely in its capacity as Secured Notes Collateral Agent, and not in its individual capacity, and in acting hereunder, the Secured Notes Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture and the Second Lien Security Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Secured Notes Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Secured Notes Collateral Agent

By:  _____
Name: Hallie E. Field
Title: Assistant Vice President

SCHEDULE 1

Trademark Registrations

	Mark	App. No. Reg. No.	App. Date Reg. Date	Grantor
1.	CH2M HILL	74324742 1778210	Oct 22, 1992 June 22, 1993	CH2M HILL COMPANIES, LTD
2.	CH2MHILL and Design 	75359047 2217146	Sep 18, 1997 Jan 12, 1999	CH2M HILL COMPANIES, LTD.
3.	CH2MHILL	76010026 2539310	Mar 27, 2000 Feb 19, 2002	CH2M HILL COMPANIES, LTD.
4.	Design Only 	76010025 2531430	Mar 27, 2000 Jan 22, 2002	CH2M HILL COMPANIES, LTD.
5.	IDC	75142306 2141945	July 30, 1996 Mar 10, 1998	CH2M HILL ENGINEERS, INC.
6.	IDC and Design 	75154562 2144093	Aug 22, 1996 Mar 17, 1998	CH2M HILL ENGINEERS, INC.
7.	VOYAGE	77613533 4187073	Nov 13, 2008 August 7, 2012	CH2M HILL, INC.
8.	VOYAGE	78691088 3697148	Aug 11, 2005 Oct 13, 2009	CH2M HILL, INC.

Trademark Applications

	Mark	App. No. Reg. No.	App. Date Reg. Date	Grantor
1.	CH2M	86461468 <i>Filed under Sec 1(a)/Statement of Use filed</i>	Nov 21, 2014	CH2M HILL, INC.
2.	OMNISIGHT	86435746 <i>Filed under Sec 1(b)/Intent to Use</i>	Oct 27, 2014	CH2M HILL, INC.

[CH2M HILL – SECOND LIEN TRADEMARK RELEASE]