

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455464

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		12/15/2017	National Banking Association:

RECEIVING PARTY DATA

Name:	CH2M HILL COMPANIES, LTD
Street Address:	9191 South Jamaica St
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Limited Liability Company: DELAWARE
Name:	CH2M Hill, Inc.
Street Address:	9191 South Jamaica St
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
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

CH \$265.00 1778210

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:	12/21/2017

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 WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, the "**Collateral Agent**") for each member of the Credit Group and the Bank Product Providers (the "**Secured Parties**"), in favor of CH2M HILL COMPANIES, LTD., a Delaware corporation, CH2M HILL, INC., a Florida corporation and CH2M HILL ENGINEERS, INC., a Delaware corporation (collectively, the "**Grantors**") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of March 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, the "**Credit Agreement**") among CH2M HILL Companies, Ltd., a Delaware corporation (the "**Parent**"), CH2M HILL, Inc., a Florida corporation ("**CH2M Inc.**"), Operations Management International, Inc., a California corporation ("**OMI**"), CH2M HILL Engineers, Inc., a Delaware corporation ("**CH2M Engineers**"), CH2M HILL Global, Inc., a Delaware corporation ("**CH2M Global**"), CH2M HILL Constructors, Inc., a Delaware corporation ("**CH2M Constructors**"), and CHVENG, LLC (formerly known as CH2M HILL Energy, Ltd.), a Delaware limited liability company ("**CHVENG**," and together with the Parent, CH2M Inc., OMI, CH2M Engineers, CH2M Global and CH2M Constructors, each a "**Borrower**," and, collectively, the "**Borrowers**"), the Subsidiary Guarantors party thereto, the banks and financial institutions from time to time party thereto as lenders (the "**Lenders**") and Wells Fargo Bank, National Association, as Administrative Agent, the Grantors executed and delivered to the Collateral Agent (i) that certain Security Agreement by and among the Grantors, the other grantors identified therein and the Collateral Agent dated as of September 30, 2016 (the "**Master Security Agreement**") and (ii) that certain Trademark Security Agreement by and among the Grantors and the Collateral Agent dated as of September 30, 2016 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5890, Frame 0262 on October 3, 2016; and

WHEREAS, the Grantors have requested that the 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 Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. 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**"):

- a. all of such Grantor's 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 Grantor 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. 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 22 OF THE MASTER SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, 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.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Mark B Feller
Name: Mark B. Feller
Title: Managing Director

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.