

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		10/01/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Willdan Group, Inc.		
Street Address:	2401 E. Katella Avenue, Suite 300		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92806-5905		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3294052	WILLDAN GROUP, INC.	
Registration Number:	3294051	WWW WILLDAN GROUP, INC.	
Registration Number:	3287962	THE WILLDAN GROUP OF COMPANIES	
Registration Number:	3317457	W	
Registration Number:	3867937	W	
Registration Number:	3867936	EXTENDING YOUR REACH	
Registration Number:	3867935	WILLDAN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Nancy A. Zarazua		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	10/02/2018		

OP \$190.00 3294052

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated October 1, 2018 by BMO HARRIS BANK N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (*"Secured Party"*);

WITNESSETH:

WHEREAS, WILLDAN GROUP, INC., a Delaware corporation (*"Debtor"*), with its mailing address at 2401 E. Katella Avenue, Suite 300, Anaheim, California 92806-5909 and Secured Party were parties to a certain Trademark Collateral Agreement dated March 24, 2014 between Debtor and Secured Party which was recorded in the United States Patent and Trademark Office on March 31, 2014 at Reel 5247, Frame 0256 (the *"Agreement"*), pursuant to which Debtor granted to Secured Party, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the *"Trademark Property"*); and

WHEREAS, Debtor has requested that Secured Party release its security interests in the Trademark Property and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Secured Party hereby releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Secured Party, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, except that this document shall not operate as a sale, transfer, conveyance or other assignment of any intent to use trademark application to the extent that such application is pending without a Statement of Use having been filed and accepted, in which case this document shall operate only to release a security interest in such application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

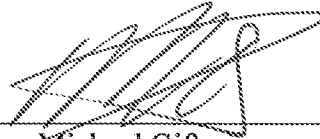
Without limiting the generality of the foregoing, the Secured Party hereby authorizes the Debtor (or any person or entity designated by the Debtor as its delegate for this purpose) to file any notices, terminations or amendments, as applicable with the United States Patent and Trademark Office that are necessary to effectuate, or reflect of public record, the release and conveyance described herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BMO HARRIS BANK N.A., as Administrative
Agent

By

A handwritten signature in black ink, appearing to read "Michael Gift", written over a horizontal line.

Name: Michael Gift

Title: Director

[Signature Page to Release of Trademarks]

TRADEMARK
REEL: 006448 FRAME: 0281

SCHEDULE A
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	Registration/Se rial Number	Registration/ Application Date
Willdan Group, Inc.	United States	Willdan Group, Inc.	3294052	9/18/2007
Willdan Group, Inc.	United States	WWW Willdan Group, Inc.	3294051	9/18/2007
Willdan Group, Inc.	United States	The Willdan Group of Companies	3287962	9/4/2007
Willdan Group, Inc.	United States	W	3317457	10/23/2007
Willdan Group, Inc.	United States	W	3867937	10/26/2010
Willdan Group, Inc.	United States	Extending Your Reach	3867936	10/26/2010
Willdan Group, Inc.	United States	Willdan	3867935	10/26/2010