

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AECOM Management Services, Inc.	FORMERLY URS Federal Technical Services, Inc. and URS Federal Services, Inc.	01/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent and collateral agent		
Street Address:	500 Stanton Christiana Road, NCC5, Floor 1		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713-2107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2997846	APPTIS	
Registration Number:	5581133	CONVERGED RESILIENCE	
Registration Number:	4783315	DEDICATED NUCLEAR SOLUTIONS	
Registration Number:	4783382	DNS DEDICATED NUCLEAR SOLUTIONS	
Registration Number:	2619779	EG&G	
Registration Number:	4989217	LAUNCHRIGHT	
Registration Number:	4748788	SAFEUP	
Serial Number:	88728694	AMENTUM	
Serial Number:	88750761	AMENTUM	
Serial Number:	88750696	AMENTUM	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
TRADEMARK			

CH \$265.00 2997846

Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 57000.00035

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 02/13/2020

Total Attachments: 6

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 31, 2020 (this “Agreement”), by AECOM Management Services, Inc. (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Amentum Parent Holdings LLC, Amentum Holdings LLC, Amentum Government Services Holdings LLC, Amentum N&E Holdings LLC, the Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference). Section 1.03 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor, and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **GOVERNING LAW.** THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

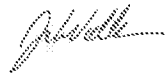
SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

AECOM MANAGEMENT SERVICES, INC.

By: _____


Name: John Vollmer

Title: President

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]


[[5277361]]

TRADEMARK

REEL: 006864 FRAME: 0024

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
URS Federal Services, Inc.	2997846	Apptis®
URS Federal Services, Inc.	5581133	Converged Resilience®
URS Federal Services, Inc.	4783315	Dedicated Nuclear Solutions®
URS Federal Services, Inc.	4783382	
URS Federal Technical Services, Inc.	2619779	EG&G®
URS Federal Services, Inc.	4989217	LaunchRight®
URS Federal Services, Inc.	4748788	SafeUp®

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
*AECOM Management Services, Inc.	88728694	"Amentum"
*AECOM Management Services, Inc.	88750761	Amentum (logo)
*AECOM Management Services, Inc.	88750696	Amentum (color scheme)

* Trademark applications are Intent-to-Use

SCHEDULE II

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.