

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/06/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mustang Acquisition Holdings, Inc.		11/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MWH Constructors, Inc.		
Street Address:	8001 Arista Pl.		
Internal Address:	Unit 500		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021-4135		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1860103	MW	
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>			
Phone:	5719336437		
Email:	trademarks@hea-ip.com		
Correspondent Name:	Darrin A. Auito		
Address Line 1:	8000 Towers Crescent Drive		
Address Line 2:	13th Floor		
Address Line 4:	McLean, VIRGINIA 22182		
NAME OF SUBMITTER:	Darrin A. Auito		
SIGNATURE:	/Darrin A. Auito/		
DATE SIGNED:	11/15/2023		
Total Attachments: 3			
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OP \$40.00 1860103

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This Nunc Pro Tunc TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), is made effective *nunc pro tunc* as of November 6, 2023 (the "**Effective Date**"), by MUSTANG ACQUISITION HOLDINGS, INC. ("**Assignor**"), a Delaware corporation and successor-in-interest to MWH GLOBAL, INC., located at 410 17th Street, Suite 1400, Denver, CO 80202-4427, in favor of MWH CONSTRUCTORS, INC. ("**Assignee**"), a Delaware corporation, located at 8001 Arista Pl, Unit 500, Broomfield, CO 80021-4135.

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, transfers, conveys and delivers to Assignee all right, title and interest in and to the trademark registration in the United States set forth on Exhibit A (the "**Transferred Trademark**"), together with the goodwill of the business associated therewith.

2. Recordation. Each of the parties hereto hereby authorizes and requests the United States Patent and Trademark Office (the "**IP Office/Registrar**") to record, at Assignee's sole cost and expense, Assignee as the owner of the Transferred Trademark and to issue the Transferred Trademark to Assignee as assignee of the entire right, title and interest in and to the same. Assignee or its designee shall have the right to record, at Assignee's sole cost and expense, this Trademark Assignment, and/or any short-form intellectual property assignment agreement, with the IP Office/Registrar so as to record and perfect its ownership of the Transferred Trademark.

3. Further Assurances. From time to time after the Effective Date and subject to the terms and conditions of this Trademark Assignment, at the sole cost and expense of Assignee, Assignor shall take or cause to be taken such actions, as may reasonably be requested by Assignee to carry out the purposes of this Trademark Assignment (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney and/or other agreements or documentation as may be reasonably required) and as may be reasonably requested by Assignee to confirm, effect, record, perfect, register, patent or maintain, protect and enforce the rights assigned herein, including: (i) the preparation and prosecution by Assignee of any applications or registrations with respect to any Transferred Trademark assigned herein; (ii) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, inter partes review, post grant proceeding, infringement or other proceeding that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder; and (iii) the execution and delivery of any instruments and documents necessary to effect and record throughout the world the assignments contemplated hereunder, including the execution of shortform intellectual property assignment agreements and such other documents as may be required.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Binding Effect. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

6. Governing Law. This Trademark Assignment and any proceeding hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof to the extent such principles would require or permit the application of the Laws of another jurisdiction.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the Effective Date.

MUSTANG ACQUISITION HOLDINGS, INC.

Matthew Storey

Matthew Storey (Mar 23, 2021 12:29:46 PT)

By:

Name: Matthew Storey

Title: Corporate Counsel

MWH CONSTRUCTORS, INC.

Mark Crouser

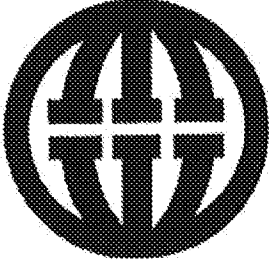
By:

Name: Mark Crouser

Title: Chief Financial Officer

EXHIBIT A

Transferred Trademark

Mark	Jurisdiction	Registration Number	Registration Date
	United States of America	1,860,103	October 25, 1994