

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREAT LAKES DREDGE & DOCK CORPORATION		12/30/2016	Corporation: DELAWARE
GREAT LAKES DREDGE & DOCK COMPANY, LLC		12/30/2016	Limited Liability Company: DELAWARE
GREAT LAKES ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, LLC		12/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	500 First Avenue, 4th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4436863	IT ALL STARTS WITH DREDGING
Registration Number:	3704496	GREAT LAKES DREDGE & DOCK COMPANY RIVER
Registration Number:	2468607	DREDGING WORLDWIDE
Serial Number:	87024838	GREAT LAKES 1890

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

OP \$115.00 4436863

ATTORNEY DOCKET NUMBER:	4033.124
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/30/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of December 30, 2016, by GREAT LAKES DREDGE & DOCK CORPORATION, a Delaware corporation, GREAT LAKES DREDGE AND DOCK COMPANY, LLC, a Delaware limited liability company, and GREAT LAKES ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, LLC, a Delaware limited liability company (collectively, the "Grantors", and each, a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, certain affiliates of the Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present, or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby

acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Termination.

a) Upon the payment and satisfaction in full of all Obligations in accordance with Section 1.4 of the Credit Agreement, the security interests created under this Agreement shall terminate and the Agent shall execute and deliver such documents and instruments reasonably requested by the Grantors to evidence termination of such security interests including, without limitation, the execution of all termination statements and other instruments necessary or advisable to terminate and cancel such security interests in the United States Patent and Trademark Office or any recording offices of any applicable jurisdiction of any of the Trademark Collateral.

b) Upon the release of any Liens on any Trademark Collateral pursuant to Section 14.14 of the Credit Agreement, the Agent shall execute and deliver such documents and instruments reasonably requested by the Grantors to evidence termination of such security interests in such Trademark Collateral including, without limitation, the execution of all termination statements and other instruments necessary or advisable to terminate and cancel such security interest in the United States Patent and Trademark Office or any recording offices of any applicable jurisdiction of such Trademark Collateral.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party to this Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

GREAT LAKES DREDGE & DOCK
CORPORATION,
as Grantor

By: Mark W. Marinko
Name: Mark W. Marinko
Title: Senior Vice President & Chief Financial Officer

GREAT LAKES DREDGE & DOCK COMPANY,
LLC,
as Grantor

By: Mark W. Marinko
Name: Mark W. Marinko
Title: Senior Vice President & Chief Financial Officer

GREAT LAKES ENVIRONMENTAL &
INFRASTRUCTURE SOLUTIONS, LLC,
as Grantor

By: Katherine M. O'Halloran
Name: Katherine M. O'Halloran
Title: Treasurer

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Walter B. Hill

Its: Senior Vice President

SCHEDULE 1

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
IT ALL STARTS WITH DREDGING	85216161	Registered	4436863	11/19/13	Great Lakes Dredge and Dock Company
GREAT LAKES DREDGE & DOCK COMPANY RIVER & HARBOR IMPROVEMENTS	77613382	Registered	3704496	11/03/09	Great Lakes Dredge & Dock Corporation
DREDGING WORLDWIDE	76065962	Registered	2468607	07/10/01	Great Lakes Dredge and Dock Company

PENDING APPLICATIONS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
GREAT LAKES 1890	87024838	Pending – Application filed 05/04/16	NA	NA	Great Lakes Environmental & Infrastructure Solutions, LLC