

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592568

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rudolph and Sletten, Inc. | | 08/18/2020 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank N.A., as Administrative Agent | | |
| Street Address: | 111 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5804110 | INCORPORATED 1960 RUDOLPH AND SLETTEN GE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061209 | | |
| Email: | JESSICA.BAJADA-SILVA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP, C/O JESSICA BAJADA | | |
| Address Line 1: | 885 THIRD AVE | | |
| Address Line 4: | NEW YORK, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049646-0523 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 08/18/2020 | | |
| Total Attachments: 8 | | | |
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2020 (this “IP Security Agreement”), is made by TUTOR PERINI CORPORATION, a Massachusetts corporation, RUDOLPH AND SLETTEN, INC., a California corporation, FISK ELECTRIC COMPANY, a Texas corporation, and DESERT MECHANICAL, INC., a Nevada corporation (each, a “Pledgor”), in favor of BMO HARRIS BANK N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, TUTOR PERINI CORPORATION, a Massachusetts corporation (the “Borrower”), certain Subsidiaries of the Borrower from time to time party thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Credit Agreement, dated as of August 18, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have entered into the Security Agreement, dated as of August 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires each Pledgor to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Pledgor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges, assigns and grants to the Administrative Agent, for the ratable benefit of the Secured Parties a first priority security interest in, all of its right, title and interest in, to and under registered trademarks, service marks and trade dress and applications for the registration thereof, and all goodwill connected with or symbolized by the foregoing described on Schedule I attached hereto, together with the right to sue or otherwise recover for any past, present or future infringement, misappropriation, dilution or other violations of the foregoing, and all other rights, priorities and privileges arising thereunder or pertaining thereto, but excluding any Excluded Property (such as any “intent-to-use” Trademark applications prior to the filing and acceptance of a “statement of use” or an “amendment to allege use” with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such “intent-to-use” application under applicable federal law) (the “Trademark”).

SECTION 3. Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

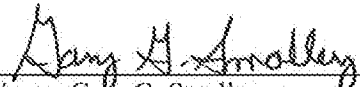
SECTION 4. Pledgor Remains Liable. Each Pledgor hereby agrees that, anything herein to the contrary notwithstanding, such Pledgor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TUTOR PERINI CORPORATION

By: 
Name: Gary G. Smalley
Title: Executive Vice President, Chief Financial Officer, Assistant Treasurer and Assistant Secretary

RUDOLPH AND SLETTEN, INC.

By: _____
Name: Kevin W. Cvengros
Title: Assistant Treasurer

FISK ELECTRIC COMPANY

By: _____
Name: Gregory C. Thomas
Title: Senior Vice President, General Counsel and Assistant Secretary

DESERT MECHANICAL, INC.

By: _____
Name: Ryan Soroka
Title: Assistant Treasurer and Assistant Secretary

[Signature Page to Trademark Security Agreement]

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[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007026 FRAME: 0289**

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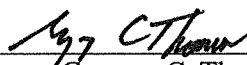
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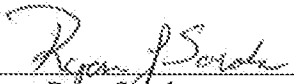
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DESERT MECHANICAL, INC.

By:  _____
Name: Ryan Soroka
Title: Assistant Treasurer and Assistant Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

BMO HARRIS BANK N.A.



By: _____

Name: Michael Gift

Title: Managing Director

SCHEDULE I

Trademarks

TUTOR PERINI CORPORATION

| Mark | Jurisdiction | Registration/Serial No. | Date of Registration |
|--------------------------|---------------------|--------------------------------|-----------------------------|
| TUTOR PERINI CORPORATION | USPTO | 4675098 | January 20, 2015 |
| Logo | USPTO | 4681507 | February 3, 2015 |

RUDOLPH AND SLETTEN, INC.

| Mark | Jurisdiction | Registration/Serial No. | Date of Registration |
|--------------|---------------------|--------------------------------|-----------------------------|
| Service Mark | USPTO | 5804110 | July 16, 2019 |

FISK ELECTRIC COMPANY

| Mark | Jurisdiction | Registration/Serial No. | Date of Registration |
|-------------|---------------------|--------------------------------|-----------------------------|
| Logo | USPTO | 3823877 | July 27, 2010 |

DESERT MECHANICAL, INC.

| Mark | Jurisdiction | Registration/Serial No. | Date of Registration |
|-------------|---------------------|--------------------------------|-----------------------------|
| DMI | USPTO | 5988966 | February 18, 2020 |