



To the honorable Commissioner of P

102206159

Attached original documents or copy thereof.

## 1. Name of conveying party(ies):

URS Corporation  
100 California Street, Suite 500  
San Francisco, CA 94111

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of Conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other:  
☐

Execution Date: August 22, 2002

## 2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston  
Internal Address:  
Street Address: Eleven Madison Avenue  
City: New York State: NY Zip: 10010

8-26-02

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

See attached schedule.

## B. Patent No.(s):

See attached schedule.

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: O'Melveny & Myers LLP  
Internal Address: Eric Yoon, Esq.  
Mailing Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

## 6. Total number of applications and patents involved: 42

7. Total Fee (37 CFR 3.41): \$ 1,680.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eric Yoon, Esq.

August 23, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 31

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE A****TO****GRANT OF PATENT SECURITY INTEREST**

<u>PATENT NO.</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>
4574888	Method and apparatus for removing stuck portions of a drill string	3/11/86 (Abandoned)	
4674591	Method and apparatus for seismic exploration	06/23/87	No Title
4674571	Method and apparatus for improving oil production in oil wells	06/23/87	No Title
4574888	Method and apparatus for improving oil production in oil wells	3/11/86 (Abandoned)	(Wayne V. Vogen)
3,695,146	Hydrostatic motor or pump and hydrostatic transmissions	10/03/72	
5600338	Coaxial-collinear antenna	02/04/97	(Warner L. Ecklund John W. Neuschaefer)
5544525	Atmospheric remote sensing instrument system	08/13/96	(K. Russell Peterman, Michael J. Smith)
5509304	Phased array acoustic antenna system; SOUND DETECTION AND RANGING (SODAR) SYSTEM	04/23/96	(K. Russell Peterman, Charles Riese, Michael J. Smith)
5480260	Ground water collection method and apparatus	01/02/96	(Dennis R. Shattuck, Eric C. Volpenhein)
5407347	Apparatus and method for reducing NO [sub]x, CO and hydrocarbon emissions when burning gaseous fuels	4/18/95 (Abandoned)	(Steven J. Bortz)
5470224	Apparatus and method for reducing NO [sub]x, CO and hydrocarbon emissions when burning gaseous fuels	11/28/95 (Abandoned)	Steven J. Bortz
5407347	Apparatus and method for reducing NO [sub]x, CO and hydrocarbon emissions when burning gaseous fuels	11/28/95	(Steven J. Bortz)

<u>PATENT NO.</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>
5357785	Method and device for determining rheological properties	10/25/94	Raymond T. Hemmings, Edward G. Kimber
5321974	Method and device for determining rheological properties	06/21/94	(Raymond T. Hemmings, Edward G. Kimber, Hillar Kassfeldt)
5232596	Bio-slurry reaction system and process for hazardous waste treatment: BIODEGRADATION OF SLUDGE AND CONTAMINATED SOILS IN AQUEOUS SLURRIES BY MICROORGANISMS WHICH METABOLIZE HYDROCARBONS TO FORM EMULSIFIERS OR FLOCCULANTS	08/03/93	Frank J. Castaldi
5122805	Radio acoustic sounding system for remotely determining atmospheric temperature profiles	06/16/92	Keith R. Peterman, Don T. Batson
5076360	Priming methods for vacuum extraction wells	12/31/91	Steven R. Morrow
4966654	Soil and groundwater remediation system	10/30/90	Terrance K. Carberry
4846934	Soil and groundwater remediation system	07/11/89	Terrance K. Carberry
4790940	Process for wastewater treatment; REMOVING FREE CYANIDE BY TREATING WITH A POLYSULFIDE USING A QUARternary CATIONIC SURFACTANT AS CATALYST	12/13/88	Frank J. Castaldi, Timothy W. Trofe, Gordon C. Page, Kevin M. Adams
4737289	Process for wastewater treatment; FREE CYANIDE IS TREATED WITH SULFUR TO YIELD THIOCYANATE; THIOBACILLUS AND NITRIFYING BACTERIA YIELD NITRATES	04/12/88	Frank J. Castaldi, Timothy W. Trofe, Kevin M. Adams
4149407	Apparatus and method for cyclic simple shear testing of soil samples	04/17/79	James A. Strom, Roger C. Sidey
3967451	Storage facility with integral foundation	07/06/76	Carl W. Garbe
3966539	Process for extracting dissolved salts from water; EVAPORATION	06/29/76	Carl W. Garbe
3956059	Method of reducing moisture content of particulate slurries; EVAPORATION AGITATION	05/11/76	Carl W. Garbe

<u>PATENT NO.</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>
5920282	Digitally-controlled pulse shaper for pulsed radar systems and radar wind profilers	07/06/99	(David A. Vik, John Wm. Neysohaefer, K. Russell Peterman)
5804081	Wastewater treatment; SIPHONING ACTION IN A VACUUM SYSTEM	9/8/98 (Abandoned)	(Roy A. DeGesero, Darrell A. Mauller, Michael J. Snakard)
6235204	Method and system for removal of selenium from FGD scrubber purge water; OXIDATION, REDUCTION, SEPARATION FERROUS-SELENIUM SOLIDS; FLUE GAS DESULFURIZATION	05/22/01	(Frank J. Castaldi, Gregory P. Behrens, Oliver W. Hargrove, Jr.)
5590304	Circuits, systems and methods for preventing queue overflow in data processing systems	12/31/96	Richard W. Adkisson
5660007	Stiffness decoupler for base isolation of structures	8/26/97 (Abandoned)	Kuo-Kuang Hu, Philip G. Kirmser, Stuart E. Swartz
5386671	Stiffness decoupler for base isolation of structures	08/26/97	Kuo-Kuang Hu, Philip G. Kirmser, Stuart E. Swartz
4708483	Optical measuring apparatus and method; FOR MEASURING THE DISTANCE OF A SURFACE UTILIZING LIGHT REFLECTED	11/24/87	Robert D. Lorenz
4681033	Drive system for belt press; FOR USE IN DEWATERING A NON-PLASTIC SLURRY	07/21/87	Robert E. Crandall, Kenneth F. Koswlic, Thomas C. Rooney, Larry C. Smith
4622894	Drive system for belt press; FOR USE IN DEWATERING A NON-PLASTIC SLURRY	07/21/87	Robert E. Crandall, Kenneth Kosulic, Thomas C. Rooney, Larry C. Smith
4629061	Belt steering control system	12/16/86	Robert E. Crandall
4544061	Belt steering control system	12/16/86	

<u>PATENT NO.</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>
4622894	Belt press load bearing measuring means; FOR DEWATERING A SLURRY	11/18/86	Robert E. Crandall, Kenneth F. Kosulic, Thomas C. Rooney, Larry C. Smith
4585936	Optical process for determining the dimensions of an object in relative movement, and more particularly of a coin in a pre-payment apparatus	04/29/86	Christian Sellier
4544490	Method and system for recovering coal fines from pipe line coal slurry; DEWATERING BY BLENDING AND FILTRATION; WATER CLARIFICATION	10/01/85	Paul R. Erickson, Kenneth A. Pietila
4544061	Belt press	10/01/85	Robert E. Crandall
4468951	Permeation testing apparatus	09/04/84	David B. Garcia, Bruce A. Sorenson, Lawrence H. Keith, James M. Harless, Douglas B. Walters, Andrew T. Prokopet
6321587	Solid state fluorine sensor system and method	11/27/00	(Curtis T. Laush)

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS**, URS Corporation, a Delaware corporation ("**Company**"), has entered into that certain Credit Agreement dated as of August 22, 2002, by and among Company, the financial institutions listed therein as Lenders, Credit Suisse First Boston, as a Co-Lead Arranger and administrative agent for Lenders (in such capacity, "**Secured Party**"), Wells Fargo Bank, National Association, as a Co-Lead Arranger and syndication agent for Lenders, and Harris Trust & Savings Bank, BNP Paribas and The Royal Bank of Scotland PLC, as documentation agents for Lenders (said Credit Agreement, as it may be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders or their Affiliates (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of August 22, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Company, certain Subsidiaries of Company and Secured Party, Company and the undersigned Subsidiaries (each a "**Grantor**" and collectively "**Grantors**"), Grantors have agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral (as defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed on Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "**Patents**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **“proceeds”** includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION**, a Delaware corporation

By: Kurt Quisenberry  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

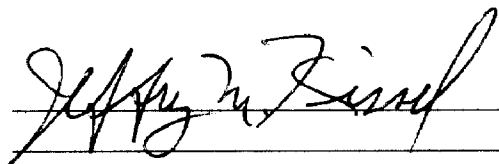
S

Grant of Patent  
Security Interest



**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**AMAN ENVIRONMENTAL  
CONSTRUCTION, INC.**, a California  
corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**BANSHEE CONSTRUCTION  
COMPANY, INC.**, a California corporation

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2<sup>nd</sup> day of August, 2002.

**BRW, INC.**, a Wyoming corporation

By: Karl Omsund  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**CLEVELAND WRECKING  
COMPANY**, a California corporation

By: 

Name: James Sheridan

Title: President

S

Grant of Patent  
Security Interest

**PATENT  
REEL: 13221 FRAME: 0960**

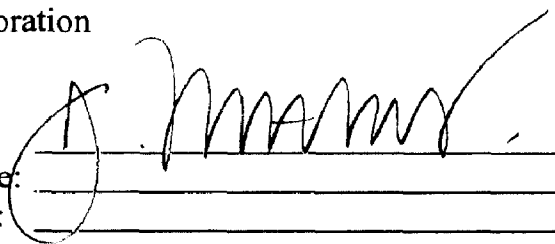
**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**CONTRACTING RESOURCES  
INTERNATIONAL, INC.**, a Delaware  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



S

Grant of Patent  
Security Interest

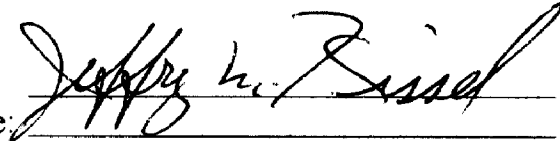
**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**O'BRIEN-KREITZBERG INC.**, a  
California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


A handwritten signature in dark ink, appearing to read "Jeffrey M. Zissel", is written over a horizontal line.

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**RADIAN INTERNATIONAL LLC**, a  
Delaware limited liability company

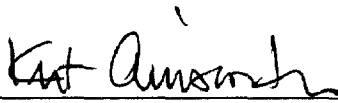
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**SIGNET TESTING LABORATORIES,  
INC.**, a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest



**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CONSTRUCTION SERVICES,  
INC.**, a Florida corporation

By: Kurt Ainsworth  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


S

Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0965**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION**, a Nevada corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0966**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION GREAT LAKES,**  
a Michigan corporation


By: Kurt Amsmuh  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION GROUP**  
**CONSULTANTS**, a New York corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

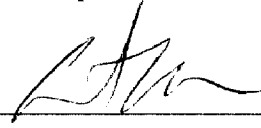
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Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0968**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION-MARYLAND**, a  
Maryland corporation


By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION – OHIO**, an Ohio corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

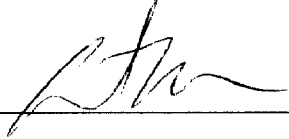
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Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0970**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS CORPORATION SOUTHERN**, a  
California corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

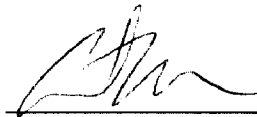
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Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0971**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS GROUP, INC.**, a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

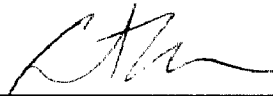
Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0972**



**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS HOLDINGS, INC.**, a Delaware corporation


By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS INTERNATIONAL, INC.**, a  
Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS LSS-HOLDINGS, INC.**, a Delaware corporation

By: Kurt Ainsworth  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

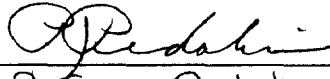
S

Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0975**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**URS OPERATING SERVICES, INC.**, a  
Delaware corporation


By:   
Name: P. S. Pedalino  
Title: VP Controller

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**WALK, HAYDEL & ASSOCIATES,  
INC.**, a Louisiana corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

S

Grant of Patent  
Security Interest

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**EG&G DEFENSE MATERIALS, INC.**, a  
Utah corporation

By: William Neeb  
Name: WILLIAM NEEB  
Title: VP

S

Grant of Patent  
Security Interest

**PATENT**  
**REEL: 13221 FRAME: 0978**

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

**EG&G TECHNICAL SERVICES, INC.,**  
a Delaware corporation

By: William Nees  
Name: WILLIAM NEES  
Title: CFO-VP

S

Grant of Patent  
Security Interest