

10-23-2001



101881909
RECORDATION

SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation) *10/05/01*

Document ID #

Correction of PTO Error

Reel # Frame #

Corrective Document

Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

212-833-8514

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See Schedule II"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment Enclosed Deposit Account

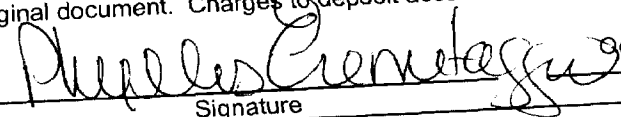
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Phyllis Eremitaggio



October 4, 2001

Dated Signed

Name of Person Signing

Signature

**Schedule I
Grantors**

Company	Jurisdiction
Asia Badger, Inc.	Delaware
Badger America, Inc.	Delaware
Badger Energy, Inc.	Delaware
Badger Middle East, Inc.	Delaware
Catalytic Industrial Maintenance Co., Inc.	Delaware
CF Environmental Corporation	Massachusetts
Cia. International de Ingenieria, S.A.	Nevada
Ebasco International Corporation	Delaware
Emkay Capital Investments, Inc.	Nevada
Energy Overseas International, Inc.	Delaware
Gulf Design Corporation	Florida
Harbert-Yeargin Inc.	Delaware
HCC Holding, Inc.	California
Industrial Constructors Corp.	Montana
Jackson & Moreland International, Inc.	Massachusetts
McBride-Ratcliff and Associates, Inc.	Texas
MK Aviation Services, Inc.	Nevada
MK Capital Company	Nevada
MK Construction, Inc.	Nevada
MK Nevada LLC	Nevada
MK Train Control, Inc.	Nevada
MK-Ferguson Engineering Company	Michigan
MK-Ferguson of Idaho Company	Idaho
MK-Ferguson of Oak Ridge Company	Tennessee
Morrison Knudsen Corporation of Viet Nam	Nevada
Morrison Knudsen Leasing Corporation	Nevada
Morrison-Knudsen Company, Inc.	Delaware
Morrison-Knudsen Engineers, Inc.	Nevada
Morrison-Knudsen Services, Inc.	Nevada
National Projects Southwest, Inc.	Nevada
National Projects, Inc.	Nevada
Pomeroy Corporation	California
Raytheon Architects, Ltd.	Colorado
Raytheon Constructors International, Inc.	Delaware
Raytheon Engineering Quality Services Corporation	Delaware
Raytheon Engineers & Constructors (Ireland) Ltd.	Delaware
Raytheon Engineers & Constructors (Aruba) Ltd.	Delaware
Raytheon Engineers & Constructors (Panama) Ltd.	Delaware
Raytheon Engineers & Constructors (Russia) Ltd.	Massachusetts
Raytheon Engineers & Constructors (Trinidad and Tobago) Ltd.	Delaware
Raytheon Engineers & Constructors Latin America, Inc.	Delaware
Raytheon Engineers & Constructors Middle East Limited	Colorado
Raytheon Engineers & Constructors Midwest LLC	Ohio
Raytheon Engineers & Constructors Midwest, Inc.	Delaware
Raytheon Infrastructure, Inc.	New York
Raytheon Nuclear Inc.	Delaware
Raytheon Quality Inspection Company	Delaware

**Schedule I
Grantors**

Raytheon-Ebasco Indonesia Ltd.	Delaware
Raytheon-Ebasco Overseas Ltd.	Delaware
Raytheon-Ebasco Pakistan Ltd.	Delaware
Rust Constructors Puerto Rico, Inc.	Nevada
Rust Constructors, Inc.	Delaware
Specialty Technical Services, Inc.	Pennsylvania
Stearns Catalytic Corporation	Delaware
United Engineers Far East Ltd.	Delaware
United Engineers International, Inc.	Pennsylvania
United Mid-East, Inc.	Delaware
Washington Architects, LLC	Delaware
Washington Construction Corporation	Montana
Washington Contractors Group, Inc.	Montana
Washington Demilitarization Company	Delaware
Washington Electrical, Inc.	Nevada
Washington Group International, Inc.	Ohio
Washington Group International, Inc.	Delaware
Washington Infrastructure Services, Inc.	Colorado
Washington International, Inc.	Nevada
Washington International, LLC	Delaware
Washington Ohio Services, LLC	Nevada
Washington Quality Programs Company	Delaware
Washington-Catalytic, Inc.	Delaware
WCG Holdings, Inc.	Montana
WCG Leasing, Inc.	Montana
Yampa Mining Co.	Nevada

SCHEDULE II

United States Trademarks

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
BADGER	United States	871,924	6/24/1969	Acquired in Raytheon Acquisition ²
ENERGY BUSINESS	United States	1,149,371	3/24/1981	Acquired in Raytheon Acquisition
INTOOLS	United States	1,928,682	10/17/1995	Acquired in Raytheon Acquisition
LID	United States	1,788,808		Acquired in Raytheon Acquisition
MK CO and Design	United States	1,699,437	7/7/1992	Morrison Knudsen Corporation (Chio)
MK	United States	2,199,496	10/27/1998	Morrison Knudsen Corporation (Chio)
MK CO MORRISON KNUDSEN and Design	United States	1,744,815	1/5/1993	Morrison Knudsen Corporation (Chio)
MORRISON KNUDSEN	United States	1,716,505	9/15/1992	Morrison Knudsen Corporation (Chio)
NATIONAL INDUSTRIAL CONSTRUCTORS INC. and Design	United States	1,485,519	4/19/1988	Acquired in Raytheon Acquisition
RESOLUTION	United States	1,872,755	1/10/1995	Morrison Knudsen Corporation (Chio)
RUST AND QUALITY - A COMPANY AND A COMMITMENT	United States	1,475,316	2/2/1988	Acquired in Raytheon Acquisition
RUST and Design	United States	1,278,330	5/15/1984	Acquired in Raytheon Acquisition
THE EMKAYAN MORRISON KNUDSEN INCORPORATED	United States	1,708,161	8/18/1992	Morrison Knudsen Corporation (Chio)
WASHINGTON	United States	(76/087,544)	(7/10/2000)	Morrison Knudsen Corporation (Delaware)
WASHINGTON GROUP	United States	(76/086,185)	(7/10/2000)	Morrison Knudsen Corporation (Delaware)

² Stock Purchase Agreement dated 4/14/2000 between Raytheon Company, Raytheon Engineers & Constructors International, Inc. and Morrison Knudsen Corporation, and related agreements.

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
MORRISON KNUDSEN	Idaho	13594	4/2/1992	Morrison Knudsen Corporation (Chio)

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2001, by Washington Group International, Inc. (the "*Borrower*") and each of the other entities listed on *Schedule I* attached hereto (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Credit Suisse First Boston ("*CSFB*"), as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Secured Super-Priority Debtor in Possession Revolving Credit Agreement, dated as of May 14, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower and the Subsidiaries of the Borrower party thereto as Guarantors, the Lenders and Issuers party thereto and Administrative Agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower have guaranteed the Obligations under *Section 9.1 (Guaranty)* of the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To induce the Lenders to make the Loans and to issue Letters of Credit, each Grantor hereby grants to the Administrative Agent, for itself and for the ratable benefit of the Secured Parties, as security for the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, a continuing valid and perfected lien and security interest with the Requisite Priority in accordance with Sections 364(c)(2) and (3) and (d)(1) of the Bankruptcy Code, whether now owned or hereafter acquired, in and to any right, title or interests in the Collateral consisting of the following (the "*Patent Collateral*"):

(c) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule II* hereto; and

(d) of, all accessions to, substitutions and replacements for and all rents, profits and products of, each of the *foregoing* and any and all proceeds of insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to any of the foregoing.

Section 3. Conditional Assignment of Trademarks. (a) In addition, each Grantor hereby authorizes Administrative Agent to complete as assignee, execute pursuant to the appointment as attorney-in-fact under Section 10.8 of the Credit Agreement, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any state or territory thereof, or any other country, a document in substantially the form of *Exhibit A* (the "*Assignment of Marks*"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of Administrative Agent's remedies

under the Credit Agreement (including any required notice under the Orders) and this Trademark Security Agreement.

(b) Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Credit Agreement and this Trademark Security Agreement, each Grantor shall be permitted to remain in full possession, enjoyment and control of all of its right, title and interest in the Trademark Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, except as limited by the Credit Agreement, with all the rights pertaining thereto.

(c) Notwithstanding the foregoing and to the extent applicable, the last paragraph of Section 10.1 of the Credit Agreement shall apply to the grant of the security interest and the assignment made pursuant to this Patent Security Agreement.

Section 4. Grantors Remain Liable. Neither the Administrative Agent nor any Secured Party shall have any obligation or liability under or with respect to any Patent or Patent License by reason of or arising out of this Patent Security Agreement, the Credit Agreement, the Loan Documents, or the granting of a security interest therein or the conditional assignment thereof or the receipt by the Administrative Agent or any Lender proceeds thereof, nor shall the Administrative Agent be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Patent or Patent License, or to make any payment, or to make any inquiry as to the nature of the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Patent License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amount that may have been assigned to it or to which it may be entitled to at any time or times.

Section 5. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. In the event of an irreconcilable conflict, the terms of the Credit Agreement will govern.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

EACH OF THE GRANTORS LISTED ON
SCHEDULE I

By: Terry K. Eller
Name: TERRY K. ELLER
Title: AUTHORIZED OFFICER

Accepted and Agreed:

CREDIT SUISSE FIRST BOSTON, as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002387 FRAME: 0458

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 15th day of May, 2001 before me personally appeared Terry K. Eller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Each of the Grantors listed on Schedule F, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
NOTARY PUBLIC, State of New York
No. 01SH50566934
Qualified in New York County
Commission Expires March 11, 20 02

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

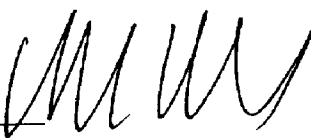
Very truly yours,

EACH OF THE GRANTORS LISTED ON
SCHEDULE I

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE FIRST BOSTON, as Administrative Agent

By: Sharon M. Meadows 
Name: Sharon M. Meadows ROBERT HETU
Title: Managing Director DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002387 FRAME: 0460

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 15 day of May, 2001 before me personally appeared Sharon Meadows Robert Hetz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Credit Suisse First Boston, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marie Giacobbe
Notary Public

MARIE GIACOBBE
Notary Public, State of New York
No. 01G16015100
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Oct. 26, 2002

Licensed Trademarks

Washington Group, Inc. (Ohio) has a non-exclusive, non-transferable, license to use the Stylized "W" mark pursuant to a license agreement with Washington Corporation dated August 1, 2000.

Pursuant to a Side Letter, dated July 7, 2000, to the Stock Purchase Agreement between Raytheon and Morrison Knudsen Corporation, the use of the name "Raytheon" by Morrison Knudsen Corporation (now Washington Group International, Inc.) is permitted only as authorized in Section 8.10 of the Stock Purchase Agreement, which states that Morrison Knudsen Corporation will immediately cease using "RAYTHEON" with some specific exceptions, and that Morrison Knudsen Corporation has a two year period after Closing to conduct its business under the name "Morrison Knudsen-Raytheon Engineers & Constructors" or "MK/Raytheon Engineers & Constructors."

TRADEMARK SECURITY AGREEMENT

EXHIBIT A

to

TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF MARKS

WHEREAS, each of the corporations identified on *Annex I* attached hereto (each, "Assignor", and collectively, "Assignors"), has adopted and used and is using the trademarks identified on Schedule A hereto as indicated therein (the "Marks"), and is the owner of the registrations and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule as indicated therein; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all of its right, title and interest in and to the Marks, together with (a) the registrations of any pending registration applications for such Marks, (b) the goodwill of the business symbolized by and associated with such Marks and the registrations and pending registration applications thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to such Marks, the registrations or pending registration applications thereof, or such associated goodwill.

This Assignment of Marks is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Marks below.

[signature page follows]

IN WITNESS WHEREOF, each Assignor has caused this Assignment of Marks
to be executed and delivered by its duly authorized officer as of the date first set forth above.

EACH OF THE ASSIGNORS LISTED ON ANNEX I

By: _____
Name: _____
Title: _____

Trademark Security Agreement

Schedule A to Assignment of Trademarks

[To be completed at the time of Assignment]