

08-30-2002

FORM PTO-1594 (Rev. 6-93)

RE



T

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

102206187

Original documents or copy thereof.

1. Name of conveying party(ies):

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

8-26-02

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Delaware
- Other _____

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other U.S. Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/644,066 75/644,265 76/125,199
75/586,658

B. Trademark Registration No.(s)

2,397,883	2,400,039	1,379,575	2,148,995	2,148,996	2,395,868
2,423,170	2,207,969	1,339,032	1,377,052	1,859,118	1,098,013
1,894,542	2,324,837	2,136,165	2,136,166	2,186,949	2,080,562
1,980,617	2,288,610	2,284,736	2,284,734	2,284,735	2,322,931
2,287,260	2,284,726	2,295,163	2,287,109	2,320,202	2,287,259
2,287,261	2,337,183	2,288,605	2,288,611	2,294,031	2,021,141
1,255,140	1,881,075	1,881,067	1,865,127	1,866,269	1,535,181
2,462,043	1,760,799	2,154,561	2,120,904	2,133,926	2,102,963
2,165,153					

Additional numbers attached? Yes No

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

Name: O'Melveny & Myers

Internal Address: Attn: Eric Yoon, Esq.

Street Address: 275 Battery Street

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 53

7. Total fee (37 CFR 3.41):..... \$1,340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

[Signature]
Eric Yoon, Esq.

August 23, 2002
Date

Total number of pages including cover sheet, attachments, and document: 32

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

GRANT OF TRADEMARK 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 Trademark 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 "**Trademark 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 trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any

state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

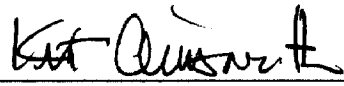
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark 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 Trademark 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 Trademark 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: 
Name: _____
Title: _____

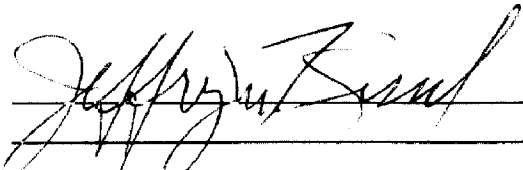
S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0307

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark 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 Trademark
Security Interest

**TRADEMARK
REEL: 002565 FRAME: 0308**

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21 day of August, 2002.

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

By: 
Name: _____
Title: _____

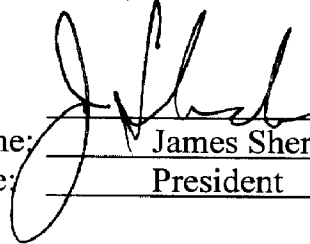
S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0309

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark 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

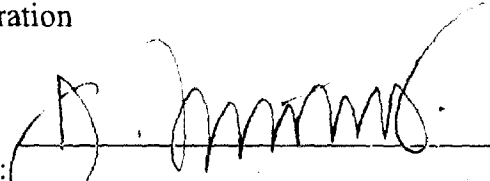
By: 
Name: James Sheridan
Title: President

S

Grant of Trademark
Security Interest

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27 day of August, 2002.

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

By: 
Name: _____
Title: _____

S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0312

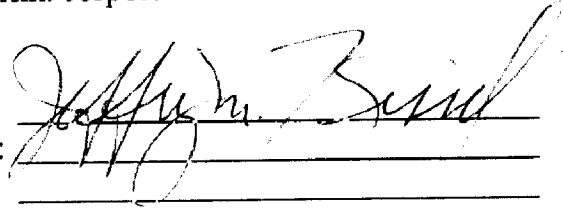
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12 day of August, 2002.

O'BRIEN-KREITZBERG INC., a
California corporation

By:

Name:

Title:




S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0313

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of August, 2002.

RADIAN INTERNATIONAL LLC, a
Delaware limited liability company

By: 
Name: _____
Title: _____

S

Grant of Trademark
Security Interest

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2 day of August, 2002.

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

By: Kurt Ousworth
Name: _____
Title: _____

S

Grant of Trademark
Security Interest

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

URS CORPORATION, a Nevada corporation

By: _____
Name: _____
Title: _____



S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0317

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2 day of August, 2002.

URS CORPORATION GREAT LAKES,
a Michigan corporation

By: Kurt Oleson
Name: _____
Title: _____


S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0318

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11 day of August, 2002.

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


By: 
Name: _____
Title: _____

S

Grant of Trademark
Security Interest

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

URS CORPORATION-MARYLAND, a
Maryland corporation

By: 
Name: _____
Title: _____


S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0320

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark 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: _____


S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0321

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14 day of August, 2002.

URS CORPORATION SOUTHERN, a
California corporation

By: 
Name: _____
Title: _____

S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0322

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11 day of August, 2002.

URS GROUP, INC., a Delaware corporation

By: _____
Name: _____
Title: _____




S

Grant of Trademark
Security Interest

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark 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 Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0324

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14 day of August, 2002.

URS INTERNATIONAL, INC., a
Delaware corporation

By: 
Name: _____
Title: _____

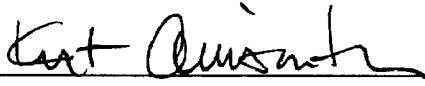
S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0325

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of August, 2002.

URS LSS-HOLDINGS, INC., a Delaware corporation

By: 
Name: _____
Title: _____


S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0326

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12 day of August, 2002.

URS OPERATING SERVICES, INC., a Delaware corporation

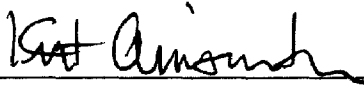
By: 
Name: P.J. Pederlino
Title: VP Controller

S

Grant of Trademark
Security Interest

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark 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: _____

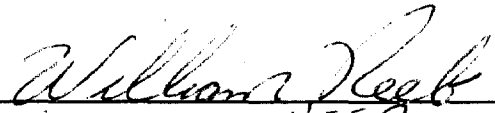
S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0328

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark 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: 
Name: WILLIAM NEEL
Title: VP

S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0329

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

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

By: *William Neeb*
Name: WILLIAM NEEB
Title: CFO - VP

S

Grant of Trademark
Security Interest

TRADEMARK
REEL: 002565 FRAME: 0330

SCHEDULE A




TO

GRANT OF TRADEMARK SECURITY INTEREST






URS CORPORATION

MARK	REG./SERIAL NUMBER	REG./FILING DATE	OWNER	STATUS
UNITED STATES				
DAMES & MOORE GROUP	Registration No. 2,397,883	Filed 11/17/99 Registered 10/24/00	URS Corporation	Registered
DAMES & MOORE GROUP	Registration No. 2,400,039	Filed 11/17/99 Registered 10/31/00	URS Corporation	Registered
URS	Registration No. 1,379,575	Filed 05/20/85 Registered 01/21/86	URS Corporation	Registered
URS GREINER	Registration No. 2,148,995	Filed 12/20/96 Registered 04/07/98	URS Corporation	Registered
URS GREINER	Registration No. 2,148,996	Filed 12/20/96 Registered 04/07/98	URS Corporation	Registered
URS GREINER WOODWARD CLYDE	Registration No. 2,395,868	Filed 11/17/99 Registered 10/17/00	URS Corporation	Registered
URS GREINER WOODWARD CLYDE	Registration No. 2,423,170	Filed 11/17/99 Registered 01/23/01	URS Corporation	Registered
WOODWARD- CLYDE	Application No. 75/644,066	Filed 02/19/99	URS Corporation	Pending application
WOODWARD- CLYDE	Application No. 75/644,265	Filed 02/19/99	URS Corporation	Pending application



RADIAN INTERNATIONAL LLC

MARK	REG./SERIAL NUMBER	REG./FILING DATE	OWNER	STATUS
UNITED STATES				
ANALYTICAL REFLECTIONS	Registration No. 2,207,969	Filed 10/24/96 Registered 12/08/98	Radian International LLC	Registered
CAPSONDE	Registration No. 1,339,032	Filed 10/25/91 Registered 06/04/85	Radian International LLC	Registered
CHARM	Registration No. 1,377,052	Filed 06/24/85 Registered 01/07/86	Radian International LLC	Registered
DESIGN (LAP)	Registration No. 1,859,118	Filed 07/24/92 Registered 10/18/94	Radian International LLC	Registered
ECHOSONDE	Registration No. 1,098,013	Filed 09/19/77 Registered 08/01/78	Radian International LLC	Registered
LAP	Registration No. 1,894,542	Filed 12/02/91 Registered 05/16/95	Radian International LLC	Registered
LAP-XM	Registration No. 2,324,837	Filed 10/29/97 Registered 02/29/00	Radian International LLC	Registered
MICATS	Registration No. 2,136,165	Filed 11/27/95 Registered 02/10/98	Radian International LLC	Registered
MICATS	Registration No. 2,136,166	Filed 11/27/95 Registered 02/10/98	Radian International LLC	Registered
	Registration No. 2,186,949	Filed 10/24/96 Registered 09/01/98	Radian International LLC	Registered
	Registration No. 2,080,562	Filed 04/10/95 Registered 07/22/97	Radian International LLC	Registered
	Registration No. 1,980,617	Filed 12/06/94 Registered 06/18/96	Radian International LLC	Registered

MARK	REG./SERIAL NUMBER	REG./FILING DATE	OWNER	STATUS
RADIAN INTERNATIONAL	Registration No. 2,288,610	Filed 02/05/98 Registered 10/26/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,284,736	Filed 02/05/98 Registered 10/12/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,284,734	Filed 02/05/98 Registered 10/12/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,284,735	Filed 02/05/98 Registered 10/12/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,322,931	Filed 02/05/98 Registered 02/29/00	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,287,260	Filed 02/05/98 Registered 10/19/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,284,726	Filed 02/05/98 Registered 10/12/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,295,163	Filed 02/05/98 Registered 11/30/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,287,258	Filed 02/05/98 Registered 10/19/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,320,202	Filed 02/05/98 Registered 02/22/00	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,287,259	Filed 02/05/98 Registered 10/19/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,287,261	Filed 02/05/98 Registered 10/19/99	Radian International LLC	Registered
RADIAN INTERNATIONAL	Registration No. 2,337,183	Filed 02/05/98 Registered 04/04/00	Radian International LLC	Registered

MARK	REG./SERIAL NUMBER	REG./FILING DATE	OWNER	STATUS
	Registration No. 2,288,605	Filed 02/05/98 Registered 10/26/99	Radian International LLC	Registered
	Registration No. 2,288,611	Filed 02/05/98 Registered 10/26/99	Radian International LLC	Registered
	Registration No. 2,294,031	Filed 02/05/98 Registered 11/23/99	Radian International LLC	Registered
R-RMB	Registration No. 2,021,141	Filed 08/06/93 Registered 12/03/96	Radian International LLC	Registered
RULEMASTER	Registration No. 1,255,140	Filed 02/06/85 Registered 08/20/85	Radian International LLC	Registered
SNAP-N-SHOOT	Registration No. 1,881,075	Filed 03/19/93 Registered 02/28/95	Radian International LLC	Registered
SNAP-N-SHOOT	Registration No. 1,881,267	Filed 03/19/93 Registered 02/28/95	Radian International LLC	Registered
	Registration No. 1,865,127	Filed 03/19/93 Registered 11/29/94	Radian International LLC	Registered
	Registration No. 1,866,269	Filed 03/19/93 Registered 12/06/94	Radian International LLC	Registered
SORBATHENE	Registration No. 1,535,181	Filed 09/14/88 Registered 04/18/89	Radian International LLC	Registered
SYNGYP	Registration No. 2,462,043	Filed 12/16/97 Registered 06/19/01	Radian International LLC	Registered
TECHNOLOGY AT WORK	Registration No. 1,760,799	Filed 02/21/91 Registered 03/23/93	Radian International LLC	Registered

EG&G Technical Services, Inc.

MARK	REG./SERIAL NUMBER	REG./FILING DATE	OWNER	STATUS
UNITED STATES				
EG&G	Application No. 76/125,199	Filed 09/07/00	EG&G Technical Services, Inc.	Pending application
	Registration No. 2,154,561	Filed 08/05/96 Registered 05/05/98	EG&G Technical Services, Inc.	Registered
	Registration No. 2,120,904	Filed 04/08/96 Registered 12/16/97	EG&G Technical Services, Inc.	Registered
EG&G ASTROPHYSICS	Registration No. 2,133,926	Filed 08/26/96 Registered 02/03/98	EG&G Astrophysics An assignment from EG&G Astrophysics to EG&G Technical Services, Inc. has not been recorded at the PTO.)	Registered
EG&G INFORMATION TECHNOLOGIES	Registration No. 2,102,963	Filed 06/28/96 Registered 10/07/97	EG&G Information Technologies An assignment from EG&G Information Technologies to EG&G Technical Services, Inc. has not been recorded at the PTO.)	Registered
EG&G insight	Registration No. 2,165,153	Filed 09/16/96 Registered 06/16/98	EG&G Technical Services, Inc.	Registered
EGGINC.COM	Application No. 75/586,658	Filed 11/09/98	EG&G, Inc. An assignment from EG&G, Inc. to EG&G Technical Services, Inc. has not been recorded at the PTO.)	Abandoned