



102432400

4-24-03

To the Honorable Commissioner of

ed original documents or copy thereof.

1. Name of conveying party(ies):

Credit Suisse First Boston

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

Name and address of receiving party(ies)

Name: Washington Group International, Inc.

Internal Address: _____

Street Address: 720 Park Boulevard

City: Boise State: Idaho Zip Code: 83712

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Agreement

Execution Date: March 6, 2003 and April 16, 2003

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

Trademark Application No(s).

B. Trademark Registration No(s).

871,924

Additional numbers attached? Yes No

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

Name: Merri C. Merrill

Internal Address: JONES DAY

Street Address: 77 W. Wacker Drive

City: Chicago State: IL ZIP: 60601-1692

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account any fees in excess of \$140 which may be due herewith.

8. Deposit account number:

10-1202

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

04/25/2003 6TDM11 00000079 871924

DO NOT USE THIS SPACE

01 FC:0521 40.00

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.

Merri C. Merrill
Name of Person Signing

Signature

April 18, 2003
Date

Total number of pages including cover sheet, attachments, and document: 8

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, D.C. 20231 ON April 18, 2003

Merri C. Merrill
Merri C. Merrill

RELEASE

Reference is made to (i) that certain Credit Agreement, dated as of January 24, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Washington Group International, Inc. (the "Borrower") and the Subsidiaries of the Borrower party thereto as Guarantors, the Lenders and Issuers party thereto and Credit Suisse First Boston ("CSFB"), as administrative agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the "Administrative Agent"), (ii) that certain Pledge and Security Agreement dated as of January 24, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Borrower, the grantors from time to time party thereto and the Administrative Agent and (iii) that certain Trademark Security Agreement dated as of January 24, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by the Borrower and certain of the Guarantors as Grantors (as defined in the Trademark Security Agreement) in favor of the Administrative Agent. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Credit Agreement.

Individually and on behalf of the Secured Parties, in connection with the disposition of the Cambridge Technology Center (a/k/a the Badger Technology Center), a division of Washington Group International, Inc., an Ohio corporation, with operations located in Cambridge and Weymouth, Massachusetts (the "Business"), in accordance with the terms of Section 10.8(b)(iii) of the Credit Agreement, the Administrative Agent unconditionally releases, without recourse and without any representation or warranty of any kind, all of the Administrative Agent's and Secured Parties' right, title and interest in and to (a) all Trademarks (as defined in the Pledge and Security Agreement) which are listed on Exhibit A attached hereto and made a part hereof, (b) all Trademark Licenses (as defined in the Pledge and Security Agreement) that are part of the assets of the Business, including but not limited to the Trademark Licenses related to the Trademarks listed on Exhibit A hereto and to which any Grantor is a party, and (c) 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.

This release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date below written, intending to be legally bound.

^{MARCH}
Dated as of ~~February~~ 6, 2003.

CREDIT SUISSE FIRST BOSTON

By: _____
[Signature]
Name: ROBERT HETU
Title: DIRECTOR

By: _____
[Signature]
Name: DAVID J. DODD
Title: ASSOCIATE

STATE OF: NEW YORK)
)
COUNTY OF: NEW YORK)

The foregoing Release was acknowledged before me this 6th day of ~~February~~ ^{MARCH}, 2003 by R. HETU - DIRECTOR and D. DODD - ASSOCIATE proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CREDIT SUISSE FIRST BOSTON, being by me duly sworn did depose and say that each of them 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 each of them acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires: 02-20-07

MARJORIE E. BULL
NOTARY PUBLIC, State of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2007

Exhibit A
Trademarks
Attached

DRAFT 2

Schedule 5.06(a)(ii)
Trade names, trade marks, etc.

U.S. Trademarks

Trademark	Country/ Region	Registration No.	Next Renewal Date	Registered Owner
Badger	United States	871924	06/24/2009	WGI

12-02-02Schedule 5:Draft 2.doc

DRAFT 2

Foreign Trademarks

Trademark	Country/ Region	Registration No.	Next Renewal Date	Registered Owner
Badger	Brazil	06488293	11/25/2005	Raytheon Engineers & Constructors, Inc.
Badger	Benelux	041846	07/09/2008	Raytheon Engineers and Constructors, Inc.
Badger	Canada	168627	04/03/2015	Raytheon Engineers & Constructors, Inc.
Badger	Germany	908124	06/30/2009	Raytheon Engineers & Constructors, Inc.
Badger	France	1476874	07/11/2008	Raytheon Engineers & Constructors, Inc.
Badger	Great Britain	943580	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger	Great Britain	943581	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger Globe Design	Great Britain	943582	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger Globe Design	Great Britain	943583	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger	Italy	540,480	08/01/2008	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2982	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2983	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2984	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2985	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2105	05/20/2007	Raytheon Engineers & Constructors, Inc.

DRAFT 2

Foreign Trademarks

Trademark	Country/ Region	Registration No.	Next Renewal Date	Registered Owner
Badger	Brazil	06488293	11/25/2005	Raytheon Engineers & Constructors, Inc.
Badger	Benelux	041846	07/09/2008	Raytheon Engineers and Constructors, Inc.
Badger	Canada	168627	04/03/2015	Raytheon Engineers & Constructors, Inc.
Badger	Germany	908124	06/30/2009	Raytheon Engineers & Constructors, Inc.
Badger	France	1476874	07/11/2008	Raytheon Engineers & Constructors, Inc.
Badger	Great Britain	943580	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger	Great Britain	943581	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger Globe Design	Great Britain	943582	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger Globe Design	Great Britain	943583	06/04/2004	Raytheon Engineers & Constructors, Inc.
Badger	Italy	540,480	08/01/2008	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2982	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2983	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2984	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2985	07/12/2007	Raytheon Engineers & Constructors, Inc.
Badger	South Africa	77/2105	05/20/2007	Raytheon Engineers & Constructors, Inc.

12-02-02Schedule 5.Draft 2.doc