



ents or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies): 4.24.03
 Credit Suisse First Boston
 Additional name(s) of conveying party(ies) 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

102432401
 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

OFFICE OF PUBLIC RECORDS
2003 APR 24 AM 7:33
FINANCE SECTION

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

Trademark Application No(s). <u>76/087,544</u> <u>76/086,185</u>	B. Trademark Registration No(s). 871,924 1,149,371 1,928,682 1,788,808 1,699,437 2,199,496 1,744,815 1,716,505 1,485,519 1,872,755 1,475,316 1,278,330 1,708,161
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Repln. Ref: 04/25/2003 GTOM11 0009203700
 PAM: 101202 Name/Number: 76087544
 FC: 9204 \$25.00 CR

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: 15

7. Total fee (37 CFR 3.41) \$ 415.00
 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)

01 FC:8521 40.00 OP	DO NOT USE THIS SPACE
02 FC:8522 350.00 OP	

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 Merri C. Merrill April 18, 2003
 Name of Person Signing Signature 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 Secured Super-Priority Debtor in Possession Revolving Credit Agreement, dated as of May 14, 2001 (as 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 Trademark Security Agreement dated as of May 14, 2001 (as 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, and (iii) that certain Payoff Letter, dated as of January 25, 2002, between the Administrative Agent and the Borrower. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Credit Agreement.

Individually and on behalf of the Secured Parties, 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 in which any of the Grantors has any right, title or interest, including without limitation those which are listed on Exhibit A hereto and made a part hereof, (b) all Trademark Licenses 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.

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

CREDIT SUISSE FIRST BOSTON



By: _____

Name:

Title: ROBERT HETU
DIRECTOR

By: _____



Name:

Title: DAVID J. DODD
ASSOCIATE

STATE OF: NEW YORK)

COUNTY OF: NEW YORK)

The foregoing Release was acknowledged before me this 6th day of ^{MARCH} ~~February~~, 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.



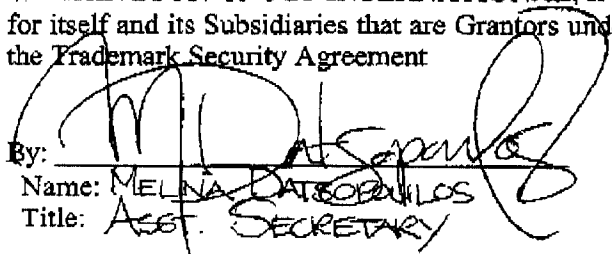
Notary Public

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

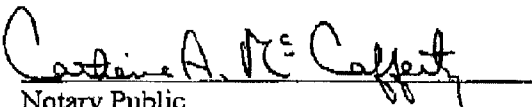
Acknowledged and accepted as of April 16, 2003.

WASHINGTON GROUP INTERNATIONAL, INC.,
for itself and its Subsidiaries that are Grantors under
the Trademark Security Agreement

By: 
Name: MELINA DATSOPOULOS
Title: ASST. SECRETARY

STATE OF: MASSACHUSETTS)
)
COUNTY OF: MIDDLESEX)

The foregoing Release was acknowledged before me this 16th day of April, 2003 by
Melina Datsopoulos, proved to me on the basis of satisfactory evidence
to be the person who acknowledged the foregoing instrument on behalf of WASHINGTON
GROUP INTERNATIONAL, INC., for itself and its Subsidiaries that are Grantors under the
Trademark Security Agreement, being by me duly sworn did depose and say that he/she is an
authorized officer of said corporation, that the said instrument was acknowledged on behalf of
said corporations as authorized by their Board of Directors and that each of them acknowledged
said instrument to be the free act and deed of said corporations.


Notary Public

My commission expires: 9.16.05



Exhibit A
Trademarks
Attached

SCHEDULE II

United States Trademarks

BADGER	United States	871,924	6/24/1969	Acquired in Raytheon Acquisition
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 (Ohio)
MK	United States	2,199,496	10/27/1998	Morrison Knudsen Corporation (Ohio)
MK CO MORRISON KNUDSEN and Design	United States	1,744,815	1/5/1993	Morrison Knudsen Corporation (Ohio)
MORRISON KNUDSEN	United States	1,716,505	9/15/1992	Morrison Knudsen Corporation (Ohio)
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 (Ohio)
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 (Ohio)
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.

TRADEMARK

REFL: 002387 FRAME: 0454

PRINT TIME DEC. 11. 6:10PM

RECEIVED TIME DEC. 11. 5:54PM

MORRISON KNUDSEN	Idaho	13594	4/21/992	Morrison Knudsen Corporation (Ohio)
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Licensed Trademarks

non-transferable, license to use the Stylized "W" mark
 Joint Purchase Agreement between Raytheon and the
 Washington Group International Inc.) is permitted
 operation will immediately cease using "RAYTHEON"
 using to conduct its business under the name "Morrison

REEL: 00211 FRAME: 0524

TRADE MARK

RECORDED: 04/24/2003

12/11/2002 18:54 2123028998
 DEC 11 '02 15:25 FR CANTWELL PAXTON INC
 HEDMAN COSTIGAN 703 415 1618 TO 12123028998

TRADE MARK
 REEL: 002387 FRAME: 0465