| | 11-20- | 2003 |
|---|---|---|
| Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔⇔ ♥ | | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
| To the Honorable Commissioner of F | | Please record the attached original documents or copy thereof. |
| 1. Name of conveying party(ies): Radian International L.L.C. Individual(s) General Partnership Corporation-State Other limited liability company of Additional name(s) of conveying party(ies) 3. Nature of conveyance: Assignment Security Agreement Other Other | attached? Yes No Merger Change of Name | 2. Name and address of receiving party(ies) Name: Credit Suisse First Boston Internal Address: Street Address: 11 Madison Avenue City: New York State: NY Zip: 10010 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State V Other U.S. Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) |
| 4. Application number(s) or registration A. Trademark Application No.(s) 5. Name and address of party to whom concerning document should be mailed. | Additional number(s) att | B. Trademark Registration No.(s) 2,207,969 ached V Yes No 6. Total number of applications and registrations involved: |
| Name: Christopher Kirkham, Esq. Internal Address: O'Melveny & Myer | | 7. Total fee (37 CFR 3.41)\$ 940.00 Enclosed Authorized to be charged to deposit account |
| Street Address: 275 Battery Street, 2 | 6th Floor | 8. Deposit account number: |
| City: San Francisco State: CA | Zip: ⁹⁴¹¹¹ DO NOT USE | THIS SPACE |
| 9. Signature. Christopher Kirkham, Esq. Name of Person Signing | | November 12, 2003 gnature 35 |
| An an Mai doc | uments to be recorded with | required cover sheet information to: rademarks, Box Assignments |

RADIAN INTERNATIONAL LLC

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

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

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| R-RMB | Registration No. | Filed 08/06/93 | Radian International LLC | Registered |
| | 2,021,141 | Registered 12/03/96 | | |
| RULEMASTER | Registration No. | Filed 02/06/85 | Radian International LLC | Registered |
| | 1,255,140 | Registered 08/20/85 | | |
| SNAP-N-SHOOT | Registration No. | Filed 03/19/93 | Radian International LLC | Registered |
| | 1,881,075 | Registered 02/28/95 | | |
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| | 1,881,267 | Registered 02/28/95 | | |
| ∆ _ | Registration No. | Filed 03/19/93 | Radian International LLC | Registered |
| SHAP A SHUOT | 1,865,127 | Registered 11/29/94 | | |
| <u>`</u> | Registration No. | Filed 03/19/93 | Radian International LLC | Registered |
| SHAP A SHOOT | 1,866,269 | Registered 12/06/94 | | |
| SORBATHENE | Registration No. | Filed 09/14/88 | Radian International LLC | Registered |
| | 1,535,181 | Registered 04/18/89 | | |
| SYNGYP | Registration No. | Filed 12/16/97 | Radian International LLC | Registered |
| | 2,462,043 | Registered 06/19/01 | | |
| TECHNOLOGY AT | Registration No. | Filed 02/21/91 | Radian International LLC | Registered |
| WORK | 1,760,799 | Registered 03/23/93 | | |

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 Wday of August, 2002.

URS CORPORATION, a Delaware corporation

| Ву: | Kut () | Lusvet | |
|----------|--------|--------|--|
| Name: | | | |
| Title: _ | | | |

S

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 <u>V</u>day of August, 2002.

AMAN ENVIRONMENTAL CONSTRUCTION, INC., a California corporation

By: Name:

Title: 1

S

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.

BANSHEE CONSTRUCTION COMPANY, INC., a California corporation

| س_ By: | |
|--------|--|
| Name: | |
| Title: | |

S

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 $\underline{\mathcal{U}}$ day of August, 2002.

BRW, INC., a Wyoming corporation

| By: | Kot amount | |
|--------|------------|---|
| Name: | | _ |
| Title: | | |

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 L1 day of August, 2002.

CLEVELAND WRECKING COMPANY, a California corporation

By: Name;

e:/ |

James Sheridan

Title: / President

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 \sim day of August, 2002.

CONTRACTING RESOURCES
INTERNATIONAL, INC., a Delaware corporation

By: Name:

Title:

S

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

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 1 day of August, 2002.

RADIAN INTERNATIONAL LLC, a Delaware limited liability company

| | (ATIA | |
|----------------|-------|--|
| By: | 21100 | |
| By: Name: j | | |
| Title: | | |

S

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 Wday of August, 2002.

SIGNET TESTING LABORATORIES, INC., a Delaware corporation

| By: | Kut amoull | |
|-----------------|------------|--|
| Name: Title: | | |

S

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 \(\subseteq \text{day} \) day of August, 2002.

URS CONSTRUCTION SERVICES, INC., a Florida corporation

| By: | that ausurth | |
|----------|--------------|---|
| Name: _ | | |
| Title: _ | | _ |
| | | |

S

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 \mathcal{L} day of August, 2002.

URS CORPORATION, a Nevada corporation

| Ву: | Low |
|--------|-----|
| Name: | |
| Title: | |

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: | Kat Cluom H. | |
|--------|--------------|--|
| Name: | · | |
| Title: | | |

S

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

| | 1ATIL | |
|--------------|-------|---|
| By: Name: | | |
| Name: | | _ |
| Title: | | |

S

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 May of August, 2002.

URS CORPORATION-MARYLAND, a Maryland corporation

| Bv: | Ma | |
|------------------------|----|---|
| By: Name: Title: | | _ |

S

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 <u>U</u> day of August, 2002.

URS CORPORATION - OHIO, an Ohio corporation

| By: | Love | |
|--------|------|---|
| Name: | | • |
| Title: | | |
| | | |

S

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 May of August, 2002.

URS CORPORATION SOUTHERN, a California corporation

| By: | LAM |
|--------------|-----|
| By: Name: | |
| Title: | |

S

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 *W*day of August, 2002.

URS GROUP, INC., a Delaware corporation

| By: | LAM |
|--------------|-----|
| By: Name: | |
| Title: | |

S

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 *V* day of August, 2002.

URS HOLDINGS, INC., a Delaware corporation

| By: | Mu |
|--------------|----|
| By: Name: | |
| Title: | |

S

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 Vday of August, 2002.

URS INTERNATIONAL, INC., a Delaware corporation

| D | 1 Am | |
|--------|------|---|
| Ву: | | _ |
| Name: | | |
| Title: | | |

S

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 \underline{U} day of August, 2002.

URS LSS-HOLDINGS, INC., a Delaware corporation

| Ву: | text (lunner) | |
|--------|---------------|---|
| Name: | | _ |
| Title: | | _ |

S

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 \mathcal{U} day of August, 2002.

URS OPERATING SERVICES, INC., a Delaware corporation

By:

Name: Title:

Controller

S

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 <u>V</u>day of August, 2002.

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

| By: | Sot amount | |
|--------|------------|--|
| 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.

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

Ву:

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 __day of August, 2002.

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

By:

Title

S

Grant of Trademark Security Interest

SCHEDULE A

OT

GRANT OF TRADEMARK SECURITY INTEREST

URS CORPORATION

| MARK | REG/SERIAL | REG/FILING | OWNER | STATUS : |
|-------------------------|----------------------------|---------------------|-----------------|------------------------|
| | | UNITED STATES | | |
| DAMES & MOORE GROUP | Registration No. 2,397,883 | Filed 11/17/99 | URS Corporation | Registered |
| MOORE GROUP | 2,397,883 | Registered 10/24/00 | | |
| DAMES & MOORE GROUP | Registration No. 2,400,039 | Filed 11/17/99 | URS Corporation | Registered |
| MOORE GROUP | 2,400,039 | Registered 10/31/00 | | |
| URS | Registration No. | Filed 05/20/85 | URS Corporation | Registered |
| | 1,3/9,3/3 | Registered 01/21/86 | | |
| URS GREINER | Registration No. | Filed 12/20/96 | URS Corporation | Registered |
| | 2,148,995 | Registered 04/07/98 | | |
| URS GREINER | Registration No. 2,148,996 | Filed 12/20/96 | URS Corporation | Registered |
| | 2,140,990 | Registered 04/07/98 | | |
| URS GREINER WOODWARD | Registration No. 2,395,868 | Filed 11/17/99 | URS Corporation | Registered |
| CLYDE | 2,393,606 | Registered 10/17/00 | | |
| URS GREINER | Registration No. | Filed 11/17/99 | URS Corporation | Registered |
| WOODWARD CLYDE | 2,423,170 | Registered 01/23/01 | | |
| 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 |

A-1

RADIAN INTERNATIONAL LLC

| -MARK | REG./SERIAL NUMBER | REG./FILING DATE | OWNER . | 4. STATUS |
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| | | UNITED STATES | | |
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| SNAP-N-SHOOT | Registration No. 1,881,267 | Filed 03/19/93 Registered 02/28/95 | Radian International LLC | Registered |
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| SORBATHENE | Registration No. 1,535,181 | Filed 09/14/88 Registered 04/18/89 | Radian International LLC | Registered |
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| 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 |
|-------------------------------------|----------------------------|---------------------------------------|---|---------------------|
| | | ZUNITED STATES | Section 1 | |
| 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 |

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