

11-20-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-18-03 EG&G Technical Services, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State of Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

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 [x] Other U.S. Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 08/22/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/125199 B. Trademark Registration No.(s) 2154561 Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher Kirkham, Esq. Internal Address: O'Melveny & Myers LLP Street Address: 275 Battery Street, 26th Floor City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41).....\$ 165.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Christopher Kirkham, Esq. Name of Person Signing Signature Date November 13, 2003 Total number of pages including cover sheet, attachments, and document: 33

11/19/2003 LNUELLER 00000127 76125199

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



01 FC:8521 02 FC:8522

40.00 DP 125.00 DP

700092268

TRADEMARK REEL: 002872 FRAME: 0840

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
REGISTRATION	Application No. 76/125,199	Filed 09/07/00	EG&G, Inc. An assignment from EG&G, Inc. to EG&G Technical Services, Inc. has not been recorded at the PTO.)	Application

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IGNORE

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

TRADEMARK

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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.

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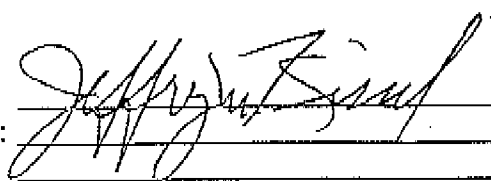
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

URS CORPORATION, a Delaware corporation

By: 
Name: _____
Title: _____

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.

AMAN ENVIRONMENTAL
CONSTRUCTION, INC., a California
corporation

By: 
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 7 day of August, 2002.

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

By: 

Name: _____

Title: _____

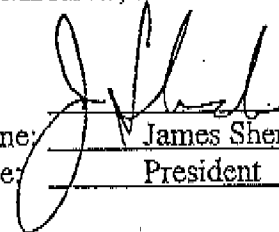
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21 day of August, 2002.

BRW, INC., a Wyoming corporation

By: Kit Amosworth II
Name: _____
Title: _____

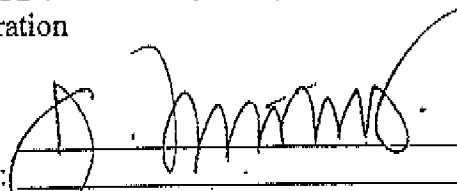
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of August, 2002.

CLEVELAND WRECKING
COMPANY, a California corporation

By: 
Name: James Sheridan
Title: President

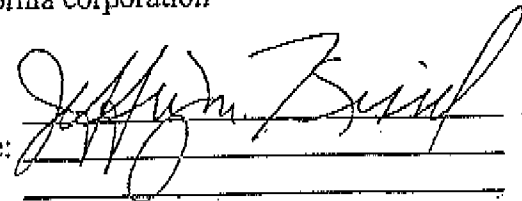
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27 day of August, 2002.

CONTRACTING RESOURCES
INTERNATIONAL, INC., a Delaware
corporation

By: 
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 12 day of August, 2002.

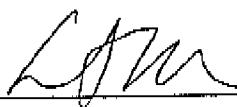
O'BRIEN-KREITZBERG INC., a
California corporation

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.

RADIAN INTERNATIONAL LLC, a
Delaware limited liability company

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 11 day of August, 2002.

SIGNET TESTING LABORATORIES,
INC., a Delaware corporation

By: Kit Amson II
Name: _____
Title: _____

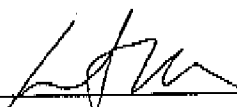
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12 day of August, 2002.

URS CONSTRUCTION SERVICES,
INC., a Florida corporation

By: 
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 27 day of August, 2002..

URS CORPORATION, a Nevada corporation

By: 
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 O'Connell
Name: _____
Title: _____

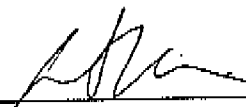
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11 day of August, 2002.

URS CORPORATION GROUP
CONSULTANTS, a New York corporation

By: 
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 1st day of August, 2002.

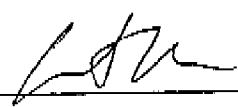
URS CORPORATION-MARYLAND, a
Maryland corporation

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 22 day of August, 2002.

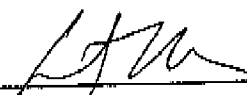
URS CORPORATION - OHIO, an Ohio corporation

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 17 day of August, 2002.

URS CORPORATION SOUTHERN, a
California corporation

By: 
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 11 day of August, 2002.

URS GROUP, INC., a Delaware corporation

By: 
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 1st day of August, 2002.

URS HOLDINGS, INC., a Delaware corporation

By: 
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 17 day of August, 2002.

URS INTERNATIONAL, INC., a
Delaware corporation

By: 
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 1st day of August, 2002.

URS LSS-HOLDINGS, INC., a Delaware corporation

By: 
Name: _____
Title: _____

S


Grant of Trademark
Security Interest

TRADEMARK

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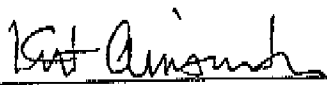
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12 day of August, 2002.

URS OPERATING SERVICES, INC., a Delaware corporation

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

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 17 day of August, 2002.

WALK, HAYDEL & ASSOCIATES,
INC., a Louisiana 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 11 day of August, 2002.

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

By: William Neels
Name: WILLIAM NEELS
Title: VP

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






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