

06-01-2004

6/4/04

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼



102759061

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

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

1. Name of conveying party(ies):  
MACTEC, Inc. and parties listed in  
trademark Security Agreement  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: BNP Paribas  
Internal as administrative and collateral  
Address: agent  
Street Address: 919 Third Avenue  
City: New York State: NY Zip: 10022  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_  
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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_  
Execution Date: May 26, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
  
See Schedule A attached hereto  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
  
See Schedule A attached hereto  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence  
concerning document should be mailed:  
Name: Penelope Agodoa  
Internal Address: Federal Research  
Corporation  
  
Street Address: 1030 Fifteenth St., N.W.  
Suite 920  
City: Washington State: DC Zip: 20005

6. Total number of applications and  
registrations involved: .....   
7. Total fee (37 CFR 3.41).....\$ 490.00  
 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.*  
  
Man Wai Lau for CWT                              M. W. Lau.                              6/3/2004  
Name of Person Signing                              Signature                              Date  
LMUELLER 00000003 2270421                             

06/07/2004  
01 FC:8521  
02 FC:8522

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

**TRADEMARK**  
**REEL: 002982 FRAME: 0073**

**Schedule A**

**Registered Trademarks and Servicemarks**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MACTEC, Inc.	MACTEC	2,270,421	August 17, 1999
MACTEC, Inc.	MACTEC, Inc. and Design	2,273,777	August 31, 1999
MACTEC, Inc.	NOVOCS (stylized)	2,108,523	October 28, 1997
MACTEC Development Corporation	THERM-O-DETOX	1,824,648	March 1, 1994
MACTEC, Inc.	TEMS	2,449,725	May 8, 2001
MACTEC Engineering and Consulting, Inc., f/k/a Harding ESE, Inc. *	ESE	1,361,053	September 17, 1985
MACTEC, Inc.	RADCAP	2,836,836	February 7, 2001
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	PES (stylized)	2,047,586	March 25, 1997
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	<i>i</i> -STEPS (stylized)	1,929,695	October 24, 1995
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	<i>i</i> -STEPS (Mexico)	229,023	April 6, 1995
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	<i>i</i> -STEPS (Canada)	TMA 468,757	January 14, 1997
Validation and Process Associates, Inc.	VPA	2,343,691	April 18, 2000
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc.	Trintegral (& Design)	2,397,617	October 24, 2000

MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (U.S.)	1,953,088	January 30, 1996
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	LAW/CRANDALL and Design (U.S.)	2,006,078	October 8, 1996
Law Companies Group, Inc. formerly LawGibb Group, Inc.*	LAW ENGINEERING AND ENVIRONMENTAL SERVICES AND Design (U.S.)	2,020,177	December 3, 1996
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc., formerly Law Crandall, Inc. *	FaMIS DIVISION FACILITIES MANAGEMENT INFORMATION SYSTEMS (Arizona)	35076	February 9, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS DIVISION FACILITIES MANAGEMENT INFORMATION SYSTEMS (California)	44,501	April 3, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (Georgia)	S-14401	April 14, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (Texas)	54248	February 10, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	FaMIS (Virginia)	6288	February 14, 1995
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and	FaMIS (Washington)	23863	February 9, 1995

Environmental Services, Inc., formerly Law Crandall, Inc. *			
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	LAW/CRANDALL and Design (California)	44,685	June 13, 1995
NexDSS, Inc.	Vertex	2,829,066	April 6, 2004
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	NexDSS	2,630,810	October 8, 2002
MACTEC Engineering and Consulting, Inc., successor by merger to Law Engineering and Environmental Services, Inc. *	NexDSS and Design	2,614,729	September 3, 2002
NexDSS, Inc.	VERTEX (& Design)	2,824,396	March 23, 2004

\* Assignment or name change, as appropriate, with USPTO is pending.

### **Trademark Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
MACTEC, Inc.	MACTEC CHEVRON Design Only		Application being prepared for submission
MACTEC Federal Programs, Inc., f/k/a Pacific Environmental Services, Inc. *	Pacific Environmental Services, Inc. (words only)	76/500,703	March 26, 2003

**TRADEMARK SECURITY AGREEMENT – SHORT FORM**

TRADEMARK SECURITY AGREEMENT dated May 26, 2004 made by MACTEC, INC., a Colorado Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, VALIDATION AND PROCESS ASSOCIATES, INC., a Pennsylvania Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, NEXDSS, INC., a Georgia Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, LAW COMPANIES GROUP, INC., a Georgia Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, MACTEC DEVELOPMENT CORPORATION, a Colorado Corporation, having its principal place of business at 1105 Sanctuary Parkway, Alpharetta, Georgia, MACTEC FEDERAL PROGRAMS, INC., a California corporation, having its principal place of business at 560 Herndon Parkway, Herndon, Virginia, and MACTEC ENGINEERING AND CONSULTING, INC., a Delaware corporation, having its principal place of business at 3301 Atlantic Avenue, Raleigh, North Carolina (collectively, the “**Grantors**”), in favor of BNP Paribas (“**BNP**”), 919 Third Avenue, New York, N.Y. 10022, as administrative and collateral agent (together with any successor thereto appointed pursuant to Article IX of the Credit Agreement referred to below, the “**Grantee**”) for the Lender Parties and the other Secured Parties (as each such term is defined in the Credit Agreement referred to below).

The Grantors are parties to the Amended and Restated Credit Agreement dated as of May 26, 2004 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the banks, financial institutions and other institutional lenders party thereto (the “**Lenders**”), BNP Paribas, as initial issuer of Letters of Credit thereunder (in such capacity, the “**Initial Issuing Bank**”), and BNP Paribas as Administrative Agent for the Lender Parties thereunder. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantors and the Grantee entered into a Security Agreement dated May 26, 2004 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) with the other grantors party thereto, pursuant to which the Grantors have granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantors’ rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantors, whether then owned or thereafter acquired or created by such Grantors, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (collectively, the “**Trademark Collateral**”) and the goodwill of the business symbolized thereby.

The parties desire to record the Grantors’ grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Grantee as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.


2. The Grantors grant to the Grantee a lien on and security interest in all of their right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

**IN WITNESS WHEREOF**, the Grantors have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.


*[Faint, illegible text, likely a signature or stamp]*

*[Faint, illegible text]*

MACTEC, INC.

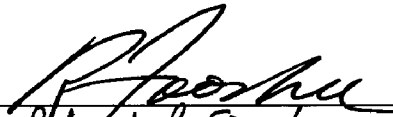
By:   
Name: Bruce C. Coles  
Title: CEO

VALIDATION AND PROCESS ASSOCIATES,  
INC.

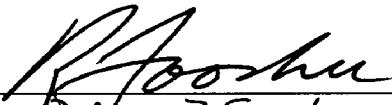
By:   
Name: Robert B Fooshee  
Title: VP



NEXDSS, INC.

By:   
Name: Robert B Foshell  
Title: VP

LAW COMPANIES GROUP, INC.

By:   
Name: Robert B Fooshee  
Title: EVp

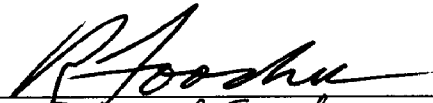
MACTEC DEVELOPMENT CORPORATION

By: *R Scott Persons*  
Name: R Scott Persons  
Title: VP

MACTEC FEDERAL PROGRAMS, INC.

By:   
Name: Robert B Foshee  
Title: vp

MACTEC ENGINEERING AND CONSULTING,  
INC.

By:   
Name: Robert B Fooshee  
Title: ENP