

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willdan Group, Inc.		03/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3294052	WILLDAN GROUP, INC.	
Registration Number:	3294051	WWW WILLDAN GROUP, INC.	
Registration Number:	3287962	THE WILLDAN GROUP OF COMPANIES	
Registration Number:	3317457	W	
Registration Number:	3867937	W	
Registration Number:	3867936	EXTENDING YOUR REACH	
Registration Number:	3867935	WILLDAN	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	076177		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	03/31/2014		

CH \$190.00 3294052

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 24th day of March, 2014, Willdan Group, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806-5909, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, certain affiliates of Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WILLDAN GROUP, INC.

By Thomas D. Brisbin
Name Thomas D. Brisbin
Title President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name Brian Russ
Title Vice President

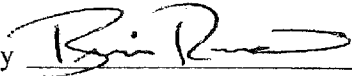
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WILLDAN GROUP, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By  _____
Name Brian Russ
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	Registration/ Serial Number	Registration/ Application Date
Willdan Group, Inc.	United States	Willdan Group, Inc.	3294052	9/18/2007
Willdan Group, Inc.	United States	WWW Willdan Group, Inc.	3294051	9/18/2007
Willdan Group, Inc.	United States	The Willdan Group of Companies	3287962	9/4/2007
Willdan Group, Inc.	United States	W	3317457	10/23/2007
Willdan Group, Inc.	United States	W	3867937	10/26/2010
Willdan Group, Inc.	United States	Extending Your Reach	3867936	10/26/2010
Willdan Group, Inc.	United States	Willdan	3867935	10/26/2010