

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Asphalt of Arizona, Inc.		12/22/2010	CORPORATION: ARIZONA
Asphalt Resources LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3639289	WE'RE ON IT
Registration Number:	2739697	SUNGUARD
Registration Number:	3523612	SUNGUARD A.E.
Registration Number:	2649271	ACE ASPHALT
Registration Number:	2830103	ACE ASPHALT

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-758-1509
Email: wwalker@pattonboggs.com
Correspondent Name: Vicky Walker, Patton Boggs LLP
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 4: Dallas, TEXAS 75201

900180803

TRADEMARK
REEL: 004449 FRAME: 0001

OP \$140.00 3639289

ATTORNEY DOCKET NUMBER:	009125.0168
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
Signature:	/Vicky Walker/
Date:	01/07/2011
Total Attachments: 8 source=[Ace] IP Security Agreement_executed#page1.tif source=[Ace] IP Security Agreement_executed#page2.tif source=[Ace] IP Security Agreement_executed#page3.tif source=[Ace] IP Security Agreement_executed#page4.tif source=[Ace] IP Security Agreement_executed#page5.tif source=[Ace] IP Security Agreement_executed#page6.tif source=[Ace] IP Security Agreement_executed#page7.tif source=[Ace] IP Security Agreement_executed#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 22, 2010, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC Bank, National Association, as a lender (together with its successors and assigns in such capacity, the "Agent").

WHEREAS, ACE ASPHALT OF ARIZONA, INC., an Arizona corporation ("Ace") and ASPHALT RESOURCES LLC, a Delaware limited liability company ("Intermediate Holdings"; and together with Ace, individually, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of December 22, 2010 (as amended, amended and restated, extended, joined, supplemented, or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with Agent;

WHEREAS, under the terms of the Credit Agreement, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by each Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present, and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by each Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by each Grantor or in which such Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which such Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by each Grantor or in which such Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which such Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

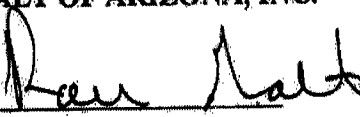
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applied to contracts to be performed wholly within the State of New York without regard to principles of conflicts of laws thereof.

[Remainder of page intentionally blank; signature pages follow.]


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

ACE ASPHALT OF ARIZONA, INC.

By: 
Name: Ross Gatlin
Title: Chief Executive Officer

ASPHALT RESOURCES LLC

By: 
Name: Ross Gatlin
Title: Manager

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF TEXAS

:
:
:

SS

COUNTY OF TARRANT

Before me, the undersigned, a Notary Public, on this 22nd day of December, 2010, personally appeared Ross Gatlin, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive officer of Ace Asphalt of Arizona, Inc, a Grantor, and the Manager of Asphalt Resources LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Ross Gatlin acknowledged said instrument to be his/her free act and deed.



Notary Public
My Commission Expires: MARCH 04, 2012
Stephanie Ann Adamcik

[NOTARY ACKNOWLEDGMENT TO IP SECURITY AGREEMENT]

SCHEDULE A

PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
We're On It	3,639,289	6/16/2009	United States
SUNGUARD	2,739,697	7/22/2003	United States
SunGuard A.E.	3,523,612	10/28/2008	United States
Ace Asphalt	2,649,271	11/12/2002	United States
Ace Asphalt (stylized and/or with design)	2,830,103	4/06/2004	United States

SCHEDULE C
COPYRIGHTS AND COPYRIGHT LICENSES

None.