

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEW ENTERPRISE STONE & LIME CO., INC.		03/15/2012	CORPORATION: DELAWARE
SCI PRODUCTS INC.		03/15/2012	CORPORATION: PENNSYLVANIA
WORK AREA PROTECTION CORP.		03/15/2012	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	625 Marquette
<b>Internal Address:</b>	11th Floor
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55479
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1137896	DIAMOND-TEX.
Registration Number:	2408437	DIAMOND TEX
Registration Number:	2483562	ULTRALITE
Registration Number:	3354960	SMART CUSHION INNOVATIONS
Registration Number:	3354961	SMART CUSHION
Registration Number:	3994863	LANE CHANGER

**CORRESPONDENCE DATA**

Fax Number: (412)281-0717  
 Phone: 412-454-5000  
 Email: docketingpgh@pepperlaw.com

**OP \$165.00 1137896**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Pepper Hamilton LLP  
Address Line 1: 500 Grant Street  
Address Line 2: 50th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	39310.4
NAME OF SUBMITTER:	Jody L. Burtner
Signature:	/Jody L. Burtner/
Date:	03/15/2012

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as March 15, 2012, is among NEW ENTERPRISE STONE & LIME CO., INC., a Delaware corporation (together with its successors and permitted assigns, the “**Issuer**”), SCI PRODUCTS INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Issuer (“**SCI**”), WORK AREA PROTECTION CORP., an Illinois corporation and a wholly-owned subsidiary of the Issuer (“**Work Area**,” together with the Issuer, SCI and any other Person that becomes a party to the Security Agreement (as referenced and defined below), together with their successors and permitted assigns, collectively, “**Assignors**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, with an office at 625 Marquette Avenue, 11<sup>th</sup> Floor, Minneapolis, Minnesota, 55479, as agent for itself and the other Secured Parties (as that term is defined in the Security Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”) and is made pursuant to the Security Agreement dated as of the date hereof, by and among Assignors and Assignee (the “**Security Agreement**”).

WHEREAS, Assignors are the owners of certain registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers including, without limitation, those listed on Exhibit 1 hereto, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement,

dilution, misappropriation, violation and unfair competition of or regarding the same (collectively, the “**Marks**”); and

WHEREAS, Assignors, Assignee and Wells Fargo Bank, National Association, as trustee, entered into that certain Indenture dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Indenture**”), pursuant to which the Issuer is issuing \$265,000,000 aggregate principal of 13% Senior Secured Notes due 2018 (together with any additional notes issued under the Indenture, the “**Notes**”); and

WHEREAS, one of the conditions to the issuance of the Notes is that payment of the Secured Obligations (as defined in the Security Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks now existing and hereafter adopted or acquired, and all Proceeds (as defined in the Security Agreement) thereof and Assignors are willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Marks, including without limitation, the Marks now existing and hereafter adopted or acquired, and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignors hereby pledge and grant to Assignee a security interest and lien in and to the Marks now existing and hereafter adopted or acquired and all Proceeds thereof and give notice of such security interest and the existence of the Security Agreement providing therefor.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the

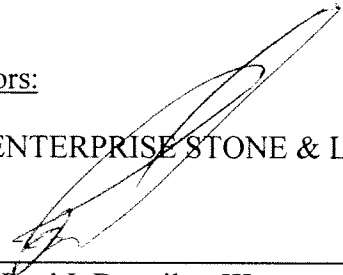
event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature Page Follows]*

Executed as of the date first above written.

Assignors:

NEW ENTERPRISE STONE & LIME CO., INC.

By:  \_\_\_\_\_

Name: Paul I. Detwiler, III

Title: President, Chief Financial  
Officer and Secretary

SCI PRODUCTS INC.

WORK AREA PROTECTION CORP.

By:  \_\_\_\_\_

Name: Paul I. Detwiler, III

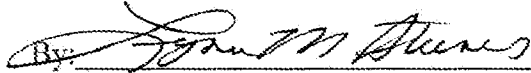
Title: Vice President, on behalf of each of the  
foregoing

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004737 FRAME: 0390**

Assignee:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, in its capacity as Collateral Agent

By:  \_\_\_\_\_

Name: Lynn M. Steiner

Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004737 FRAME: 0391**

## EXHIBIT 1

### UNITED STATES TRADEMARKS:

Registrations:

Owner	Trademark	Registration #	Issue Date
New Enterprise Stone & Lime Co., Inc.	Diamond-Tex.	1,137,896	07/15/80
New Enterprise Stone & Lime Co., Inc.	Diamond Tex and Design	2,408,437	01/28/00
New Enterprise Stone & Lime Co., Inc.	Ultralite	2,483,562	08/28/01
SCI Products Inc.	Smart Cushion Innovations	3,354,960	12/18/07
SCI Products Inc.	Smart Cushion	3,354,961	12/18/07
Work Area Protection Corp.	Lane Changer	3,994,863	07/12/11

Applications: None