

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Associated Asphalt, Inc.		03/08/2013	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
Name:	U.S. Bank National Association, as Trustee		
Street Address:	100 Wall Street		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2345108	ASSOCIATED ASPHALT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0109		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

CH \$40.00 2345108

Date:

03/08/2013

**Total Attachments: 7**

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## 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 March 8, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of U.S. Bank National Association, as Trustee (the “*Trustee*”) for the Notes Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Road Holdings III, L.L.C., a Delaware limited liability company, Associated Asphalt Partners, LLC, a Delaware limited liability company and Associated Asphalt Finance Corp., a Delaware corporation, have entered into an Indenture dated as of March 8, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”), with the other Guarantors party thereto and U.S. Bank National Association, as Trustee. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, as a condition precedent to the effectiveness of the Indenture, each Grantor has executed and delivered that certain Security Agreement dated March 8, 2013 made by the Grantors to the Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Trustee, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Trustee, for the ratable benefit of the Notes Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “*Collateral*”):

(i) all patents and patent applications, including, without limitation, the patent and patent applications set forth in Schedule A hereto;

(ii) all trademark and service mark registrations and applications, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in 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 or breach 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 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.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Notes Obligations of such Grantor now or hereafter existing under the Notes Documents (as such Notes Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

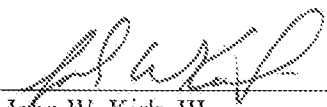
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. In the event of a conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Trustee with respect to the Collateral 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 the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of law principles thereof that would result in the application of any other law.

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.

ROAD HOLDINGS III, L.L.C.  
ASSOCIATED ASPHALT PARTNERS, LLC  
ASSOCIATED ASPHALT FINANCE CORP.  
ROAD HOLDINGS, INC.  
TC ASPHALT CORPORATION  
ASSOCIATED ASPHALT, INC.  
ASSOCIATED ASPHALT DISTRIBUTION, LLC  
ASSOCIATED ASPHALT EQUIPMENT, LLC  
ASSOCIATED ASPHALT TRANSPORT, LLC  
ASSOCIATED ASPHALT ROANOKE, LLC  
ASSOCIATED ASPHALT INMAN, LLC  
ASSOCIATED ASPHALT SALISBURY, LLC  
ASSOCIATED ASPHALT GREENSBORO, LLC  
ASSOCIATED ASPHALT MARTINSBURG, LLC  
ASSOCIATED ASPHALT TAMPA, LLC  
BITUMINOUS TECHNOLOGIES, LLC  
ASSOCIATED ASPHALT BRISTOL, LLC  
ASSOCIATED ASPHALT GAINESVILLE, LLC  
ASSOCIATED ASPHALT CHARLOTTE, LLC  
AA PROPERTIES-ROANOKE, LLC  
AA PROPERTIES-INMAN, LLC  
AA PROPERTIES-SALISBURY, LLC  
AA PROPERTIES-GREENSBORO, LLC  
AA PROPERTIES-MARTINSBURG, LLC  
AA PROPERTIES-TAMPA, LLC  
AA PROPERTIES-PORT OF TAMPA, LLC  
AA PROPERTIES-BRISTOL, LLC  
AA PROPERTIES-PINEVILLE, LLC  
AA PROPERTIES-GAINESVILLE, LLC  
ASSOCIATED ASPHALT COLUMBIA, LLC  
ASSOCIATED ASPHALT CONLEY, LLC  
AA PROPERTIES-RICHLAND COUNTY, LLC  
AA PROPERTIES-CONLEY, LLC  
AA PROPERTIES-COMMERCE TULLER, LLC  
AA PROPERTIES-EDISTO, LLC

By:   
Name: John W. Kirk, III  
Title: President, Chief Executive Officer and Secretary

*[Signature Page to Notes IP Security Agreement]*

**TRADEMARK**  
**REEL: 004978 FRAME: 0427**

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: Emily A. Leary  
Name: Emily A. Leary  
Title: Vice President

**Schedule A to the  
Intellectual Property Security Agreement**

**PATENTS**

None.

**Schedule B to the  
Intellectual Property Security Agreement**

**TRADEMARKS**

Grantor	Mark	Country	Reg. No. / Application No.
Associated Asphalt, Inc.	ASSOCIATED ASPHALT design	USA	2,345,108 (Registration)
Associated Asphalt Tampa, LLC	BITUMINOUS TECHNOLOGIES design	USA	3,947,587 (Registration)
Associated Asphalt Partners, LLC	SEACO	USA	85/845,824 (Pending application)
Associated Asphalt Partners, LLC	COLPROVIA	USA	85/845,822 (Pending application)



**Schedule C to the  
Intellectual Property Security Agreement**

**COPYRIGHTS AND EXCLUSIVE COPYRIGHT LICENSES**

None.