

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
Road Holdings III, L.L.C.		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Associated Asphalt Partners, LLC		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Road Holdings II, L.L.C.		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Road Holdings, Inc.		03/08/2013	CORPORATION: DELAWARE
Associated Asphalt Finance Corp.		03/08/2013	CORPORATION: DELAWARE
TC Asphalt Corporation		03/08/2013	CORPORATION: DELAWARE
Associated Asphalt, Inc.		03/08/2013	CORPORATION: VIRGINIA
Associated Asphalt Distribution, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Equipment, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Transport, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Roanoke, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Inman, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Salisbury, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Greensboro, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Martinsburg, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Tampa, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Bituminous Technologies, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Bristol, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Gainesville, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA

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Associated Asphalt Charlotte, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Roanoke, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Inman, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Salisbury, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Greensboro, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Martinsburg, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Tampa, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Port of Tampa, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Bristol, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Pineville, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Gainesville, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Columbia, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Associated Asphalt Conley, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Richland County, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Conley, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Commerce Tuller, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA
AA Properties-Edisto, LLC		03/08/2013	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	KeyBank National Association, as Administrative Agent
Street Address:	4900 Tifedeman Road
City:	Brooklyn
State/Country:	OHIO
Postal Code:	44144
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2345108	ASSOCIATED ASPHALT
Registration Number:	3947587	BITUMINOUS TECHNOLOGIES
Serial Number:	85845824	SEACO
Serial Number:	85845822	COLPROVIA

CORRESPONDENCE DATA

Fax Number: 9192868199

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

Phone: 9192868118

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-059 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	03/11/2013

Total Attachments: 8

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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 KeyBank National Association, as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Road Holdings III, L.L.C., a Delaware limited liability company, and Associated Asphalt Partners, LLC, a Delaware limited liability company, have entered into a Revolving Credit and Guaranty Agreement dated as of March 8, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Road Holdings II, L.L.C., a Delaware limited liability company ("*Holdings*") and the other Guarantors party thereto, KeyBank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated March 8, 2013 made by the Grantors to the Administrative Agent (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 Administrative Agent, for the ratable benefit of the 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 Administrative Agent for the ratable benefit of the 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 Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan 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 Administrative Agent 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.

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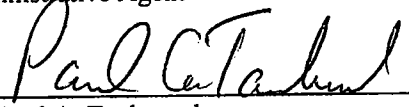
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROAD HOLDINGS III, L.L.C.
ASSOCIATED ASPHALT PARTNERS, LLC
ROAD HOLDINGS II, L.L.C.
ROAD HOLDINGS, INC.
ASSOCIATED ASPHALT FINANCE CORP.
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

ROAD HOLDINGS III, L.L.C.
ASSOCIATED ASPHALT PARTNERS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Paul A. Taubeneck
Title: Vice President

ROAD HOLDINGS III, L.L.C.
ASSOCIATED ASPHALT PARTNERS, LLC
IP SECURITY AGREEMENT

TRADEMARK
REEL: 004979 FRAME: 0107

SCHEDULE A – PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B – TRADEMARK APPLICATIONS AND REGISTRATIONS

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 – COPYRIGHT APPLICATIONS, REGISTRATIONS AND LICENSES

None