TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLINT TRADING, INC.		03/31/2014	CORPORATION: NORTH CAROLINA
ENNIS PAINT, INC		03/31/2014	CORPORATION: TEXAS
EBERLE DESIGN, INC.		03/31/2014	CORPORATION: ARIZONA
RENO A & E, LLC		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	2847377	TOPMARK
Registration Number:	1990666	BUNDY
Registration Number:	1537404	PREMARK
Registration Number:	4046516	THERMALINE
Registration Number:	4046515	FLAMETAPE
Registration Number:	3365878	FLINT 2200 EX
Registration Number:	3376094	FLINT 2000 EX
Registration Number:	3292204	STREETMARK
Registration Number:	3366886	AIRMARK
Registration Number:	3455380	SUPERBUNDY
Registration Number:	3082420	VIZIGRIP
Registration Number:	3182704	FLINT TRADING INC.
Registration Number:	3076615	PREMARK
Registration Number:	3761909	TRAFFICPATTERNS
Registration Number:	3402501	TRAILMARK

OP $1590.00 2847377

Property Type	Number	Word Mark
Registration Number:	3402499	PLAYMARK
Registration Number:	3402498	FREEZEMARK
Registration Number:	3402497	PHOTOMARK
Registration Number:	2967972	DECOMARK
Registration Number:	3480642	HOTTAPE
Registration Number:	4302099	TRAFFICSCAPES
Serial Number:	85354057	TRAFFICPATTERNSXD
Registration Number:	4302101	TRAFFICPATTERNSLT
Registration Number:	3872109	DURATHERM
Registration Number:	1263503	911
Registration Number:	1263502	965
Registration Number:	3395602	ALL STRIPE
Registration Number:	3395603	ALL STRIPE
Registration Number:	3743564	AQUALITE
Registration Number:	3769633	CATA-QUIK
Registration Number:	0677591	CATATHERM
Registration Number:	4004194	CHROMAGRIP
Registration Number:	4004196	COLOURBRIGHT
Registration Number:	4004195	CYCLEGRIP
Registration Number:	1508744	DURA- STRIPE
Registration Number:	3957979	ENNIS
Serial Number:	76715715	ENNIS-FLINT
Serial Number:	76710679	ENNIS-FLINT
Serial Number:	76710678	ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS C
Registration Number:	4042269	ENNIS ONE STOP PERVO PAINT COMPANY TRAFF
Registration Number:	4132102	ENNIS ONE STOP TRAFFIC SAFETY CENTER
Registration Number:	3730331	ENNIS PAINT
Registration Number:	4132101	ENNIS TRAFFIC SAFETY CENTER ONE STOP
Registration Number:	4045613	ENNIS TRAFFIC SAFETY SOLUTIONS
Registration Number:	3957978	ENNIS TRAFFIC SAFETY SOLUTIONS
Registration Number:	4000098	EVER-BRITE
Registration Number:	2344045	HPS
Registration Number:	0371240	LIFELINE
Registration Number:	2289933	PERMALINE
Registration Number:	3278494	REFINING ROADS REDEFINING TECHNOLOGY
Registration Number:	1261461	STIMSONITE
Registration Number:	0599989	STIMSONITE
Registration Number:	4000099	THERMO-QUIK
Registration Number:	3571049	WOLVERINE

Property Type	Number	Word Mark
Registration Number:	1711016	NORLINE
Registration Number:	1700076	DURA-LINE
Registration Number:	3098970	DEFLECTOMETER
Registration Number:	4335007	MONITORKEY
Registration Number:	4335008	LEDGUARD
Registration Number:	4342712	SMARTMONITOR
Registration Number:	4115900	IPACK
Registration Number:	2165150	RENO A & E
Registration Number:	2163273	RENO A&E

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149142
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	04/15/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of March 31, 2014, among Flint Trading, Inc., a North Carolina corporation, Ennis Paint, Inc., a Texas corporation, EBERLE DESIGN, INC., an Arizona corporation and Reno A&E, LLC, a Delaware limited liability company (each a "***Grantor***"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Road Infrastructure Investment, LLC (the "Borrower"), Road Infrastructure Investment Midco, LLC, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement dated as of March 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***");

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of March 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "***Grantee***") and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (each "***Grantor's Secured Guarantee***") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, each Grantor, on behalf of itself and any predecessor in interest with respect to any Trademark Collateral, hereby grants to the Grantee, to secure such Grantor's Secured Guarantee, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "***Trademark Collateral***"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each such Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which such Grantor is a party, including, without limitation, each such Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Property.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

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

FLINT TRADING, INC.
ENNIS PAINT, INC.

By: _____
Name: Matthew L. Soule
Title: Chief Financial Officer

[*Signature Page to Second Lien Trademark Security Agreement*]

EBERLE DESIGN, INC.
RENO A&E, LLC

By: _____
Name: William Russell
Title: President and Chief Executive Officer

[*Signature Page to Second Lien Trademark Security Agreement*]

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Bill O'Daly
Title: Authorized Signatory

By: _____
Name: Sally Reyes
Title: Authorized Signatory

[*Signature Page to Second Lien Trademark Security Agreement*]

Schedule 1
to Trademark Security Agreement

U.S. Trademarks

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Flint Trading, Inc.	TOPMARK	2847377	6/1/2004	76522816	6/16/2003
Flint Trading, Inc.	BUNDY	1990666	8/6/1996	74522613	4/29/1994
Flint Trading, Inc.	PREMARK	1537404	5/2/1989	73702725	12/24/1987
Flint Trading, Inc.	THERMALINE	4046516	10/25/2011	85098755	8/3/2010
Flint Trading, Inc.	FLAMETAPE	4046515	10/25/2011	85098684	8/3/2010
Flint Trading, Inc.	FLINT 2200 EX	3365878	1/8/2008	78958502	8/23/2006
Flint Trading, Inc.	FLINT 2000 EX	3376094	1/29/2008	78958492	8/23/2006
Flint Trading, Inc.	STREETMARK	3292204	9/11/2007	78876138	5/4/2006
Flint Trading, Inc.	AIRMARK	3366886	1/8/2008	78771035	12/12/2005
Flint Trading, Inc.	SUPERBUNDY	3455380	6/24/2008	78757998	11/21/2005
Flint Trading, Inc.	VIZIGRIP	3082420	4/18/2006	78616806	4/26/2005
Flint Trading, Inc.	FLINT TRADING INC.	3182704	12/12/2006	78613543	4/21/2005
Flint Trading, Inc.	PREMARK	3076615	4/4/2006	78607169	4/12/2005
Flint Trading, Inc.	TRAFFICPATTERNS	3761909	3/16/2010	77699511	3/26/2009
Flint Trading, Inc.	TRAILMARK	3402501	3/25/2008	77044528	11/15/2006

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Flint Trading, Inc.	PLAYMARK	3402499	3/25/2008	77044501	11/15/2006
Flint Trading, Inc.	FREEZEMARK	3402498	3/25/2008	77044493	11/15/2006
Flint Trading, Inc.	PHOTOMARK	3402497	3/25/2008	77044480	11/15/2006
Flint Trading, Inc.	DECOMARK	2967972	7/12/2005	76572839	1/30/2004
HotTape Acquisition, LLC/Flint Trading, Inc.[1]	HOTTAPE	3480642	8/5/2008	78824453	2/27/2006
Flint Trading, Inc.	TRAFFICSCAPES	4302099	3/12/2013	85354045	06/23/2011
Flint Trading, Inc.	TRAFFICPATTERNSXD	*(pending)*	*(pending)*	85354057	06/23/2011
Flint Trading, Inc.	TRAFFICPATTERNSLT	4302101	3/12/2013	85354068	06/23/2011
Flint Trading, Inc.	DURATHERM	3872109	11/09/2010	77821810	09/08/2009
Ennis Paint, Inc.	911	1263503	01/10/1984	73/387147	09/20/1982
Ennis Paint, Inc.	965	1263502	01/10/1984	73/387146	9/20/1982
Ennis Paint, Inc. D/B/A Ennis Traffic Safety Solutions	ALL STRIPE	3395602	3/11/2008	77132063	3/15/2007

[1] Hottape Acquisition, LLC, a North Carolina limited liability company, merged into Flint Trading, Inc., on March 9, 2007.

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Ennis Paint, Inc. D/B/A Ennis Traffic Safety Solutions	ALL STRIPE (Word and Design)	3395603	3/11/2008	77132108	3/15/2007
Ennis Paint, Inc.	AQUALITE	3743564	02/02/2010	76/698178	06/30/2009
Ennis Paint, Inc.	CATA-QUIK	3769633	04/06/2010	76/698131	06/29/2009
Ennis Paint, Inc.	CATATHERM	0677591	04/28/1959	72/042828	12/23/1957
Ennis Paint, Inc.	CHROMAGRIP	4004194	08/02/2011	76/706043	01/19/2011
Ennis Paint, Inc.	COLOURBRIGHT	4004196	08/02/2011	76/706045	01/19/2011
Ennis Paint, Inc.	CYCLEGRIP	4004195	08/02/2011	76/706044	01/19/2011
Ennis Paint, Inc.	DURA-STRIPE	1508744	10/18/1988	73/712049	02/19/1988
Ennis Paint, Inc.	ENNIS	3957979	05/10/2011	76/701098	01/06/2010
Ennis Paint, Inc.	ENNIS FLINT	*(pending)*	*(pending)*	76715715	1/24/2014
Ennis Paint, Inc.	ENNIS-FLINT	*(pending)*	*(pending)*	76/710679	02/22/2012
Ennis Paint, Inc.	ENNIS-FLINT	*(pending)*	*(pending)*	76/710678	02/22/2012

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Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Ennis Paint, Inc.	ENNIS TRAFFIC SAFETY CENTER ONE STOP	4042269	10/18/2011	76/706136	01/26/2011
Ennis Paint, Inc.	ENNIS TRAFFIC SAFETY CENTER ONE STOP	4132102	4/24/2012	76/706137	01/26/2011
Ennis Paint, Inc.	ENNIS PAINT	3730331	12/29/2009	76/696696	04/06/2009
Ennis Paint, Inc.	ENNIS TRAFFIC SAFETY CENTER ONE STOP	4132101	4/24/2012	76/706135	01/26/2011
Ennis Paint, Inc.	ENNIS TRAFFIC SAFETY SOLUTIONS	4045613	10/25/2011	76/979182	04/02/2010
Ennis Paint, Inc.	ENNIS	3957978	05/10/2011	76/701097	01/06/2010
Ennis Paint, Inc.	EVER-BRITE	4000098	07/26/2011	76/705930	01/07/2011
Ennis Paint, Inc.	HPS	2344045	04/18/2000	75/445634	03/06/1998
Ennis Paint, Inc.	Life-Line	0371240	9/19/1939	71/418612	04/22/1939
Ennis Paint, Inc.	PERMALINE	2289933	11/02/1999	75/442533	03/02/1998
Ennis Paint, Inc.	REFINING ROADS REDEFINING TECHNOLOGY	3278494	08/14/2007	77/012216	10/03/2006

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Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Ennis Paint, Inc.	STIMSONITE	1261461	12/20/1983	73/387209	09/21/1982
Ennis Paint, Inc.	STIMSONITE	0599989	12/28/1954	71/639748	12/19/1952
Ennis Paint, Inc.	THERMO-QUIK	4000099	07/26/2011	76/705931	01/07/2011
Ennis Paint, Inc.	WOLVERINE	3571049	02/10/2009	76/690991	07/02/2008
Ennis Paint, Inc.	NORLINE	1711016	09/01/1992	74226448	11/29/1991
Ennis Paint, Inc.	DURA-LINE	1700076	07/14/1992	74201893	09/09/1991
Eberle Design, Inc.	DEFLECTOMETER	3098970	5/30/2006	78370705	2/19/2004
Eberle Design, Inc.	MONITORKEY	4335007	5/14/2013	85792162	11/30/2012
Eberle Design, Inc.	LEDGUARD	4335008	5/14/2013	85792213	11/30/2012
Eberle Design, Inc.	SMARTMONITOR	4342712	5/28/2013	85792129	11/30/2012
Eberle Design, Inc.	IPACK	4115900	3/20/2012	85184261	11/24/2010
Reno A&E, LLC	RENO A & E (Word & Design)	2165150	6/16/1998	75164678	9/12/1996
Reno A&E, LLC	RENO A&E (Words only)	2163273	6/9/1998	75164273	9/11/1996