

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Enterprise Stone & Lime Co., Inc.		07/08/2016	Corporation: DELAWARE
SCI Products Inc.		07/08/2016	Corporation: PENNSYLVANIA
Work Area Protection Corp.		07/08/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1137896	DIAMOND-TEX.	
Registration Number:	2408437	DIAMOND TEX	
Registration Number:	3354960	SMART CUSHION INNOVATIONS	
Registration Number:	3354961	SMART CUSHION	
Registration Number:	3994863	LANE CHANGER	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-887-4000		
Email:	dc_ipdocketing@akingump.com, dlee@akingump.com		
Correspondent Name:	David C, Lee		
Address Line 1:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 2:	1333 New Hampshire Avenue, NW		
Address Line 4:	Washington, D.C. 20036-1564		
ATTORNEY DOCKET NUMBER:	696433.0001		
NAME OF SUBMITTER:	Molly G. Barr		

CH \$140.00 1137896

SIGNATURE:	/Molly G. Barr/
DATE SIGNED:	07/08/2016
Total Attachments: 6 source=KKR-NESL - Trademark Security Agreement (executed)#page1.tif source=KKR-NESL - Trademark Security Agreement (executed)#page2.tif source=KKR-NESL - Trademark Security Agreement (executed)#page3.tif source=KKR-NESL - Trademark Security Agreement (executed)#page4.tif source=KKR-NESL - Trademark Security Agreement (executed)#page5.tif source=KKR-NESL - Trademark Security Agreement (executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of July 8, 2016, is made by NEW ENTERPRISE STONE & LIME CO., INC., a corporation organized under the laws of the State of Delaware (“NESL”), SCI PRODUCTS INC., a corporation organized under the laws of the Commonwealth of Pennsylvania (“SCI”) and WORK AREA PROTECTION CORP., a corporation organized under the laws of the State of Illinois (“Work Area”, and together with NESL and SCI, individually and collectively, jointly and severally, the “Grantors”), each having its chief executive office at 3912 Brumbaugh Road, New Enterprise, Pennsylvania 16664, in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as Collateral Agent for the Lenders (in such capacity, together with its successors, the “Grantee”), having an office at 225 W. Washington Street, 21st Floor, Chicago, Illinois 60606.

WHEREAS, pursuant to (i) that certain Term Loan Credit and Guaranty Agreement dated July 8, 2016, by and among Cortland Capital Market Services LLC as the administrative agent and the collateral agent thereunder, the lenders thereunder (such lenders, together with any successor lenders, the “Lenders”), NESL as borrower thereunder and the other Grantors and certain affiliates of the other Grantors as guarantors thereunder (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Security Agreement dated July 8, 2016, by and among Grantee as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the “Collateral Agent”), the Grantors and certain affiliates and/or subsidiaries of the Grantors (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Lenders have extended and may extend certain loans and other financial accommodations to the Grantors pursuant to the terms of the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, the Grantors have granted to Grantee a security interest in, among other property, the intellectual property of the Grantors; and

WHEREAS, the Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“USPTO”).

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Each of the Grantors hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all reissues, continuations, renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with such Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided that upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each of the Grantors hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Security Agreement, the Credit Agreement and the other Loan Documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

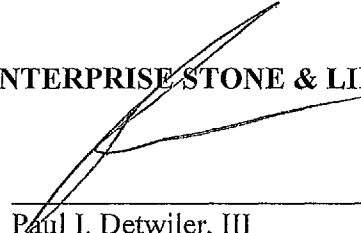
7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.


[Signature page follows]

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

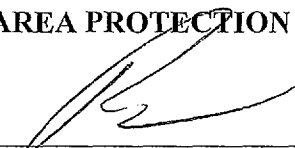
NEW ENTERPRISE STONE & LIME CO., INC.

By: 
Name: Paul I. Detwiler, III
Title: President and Secretary

SCI PRODUCTS INC.

By: 
Name: Paul I. Detwiler, III
Title: Vice President, Treasurer and Secretary

WORK AREA PROTECTION CORP.

By: 
Name: Paul I. Detwiler, III
Title: Vice President, Treasurer and Secretary

[Trademark Security Agreement]


AGREED TO AND ACCEPTED:

CORTLAND CAPITAL MARKET
SERVICES LLC, as Collateral Agent

By:

Name:

Title:



Emily Ergang Pappas


Associate Counsel

225 W. Washington Street, 21st Floor
Chicago, Illinois 60606

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS

Owner	Trademark	Jurisdiction	Registration Date	Status	Registration Number	Class
New Enterprise Stone & Lime Co., Inc.	Diamond-Tex.	United States	07/15/80	Registered	1,137,896	19
New Enterprise Stone & Lime Co., Inc.	Diamond Tex and Design 	United States	11/28/00	Registered	2,408,437	19
SCI Products Inc.	Smart Cushion Innovations	United States	12/18/07	Registered	3,354,960	6
SCI Products Inc.	Smart Cushion	United States	12/18/07	Registered	3,354,961	6
Work Area Protection Corporation*	Lane Changer	United States	07/12/11	Registered	3,994,863	19

*Application submitted to the U.S. Patent and Trademark Office to change the name of the registered owner to "Work Area Protection Corp."