

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE RIDGE ASPHALT II, LLC		10/07/2016	Limited Liability Company: DELAWARE
BLUE RIDGE ASPHALT II, INC.		10/07/2016	Corporation: DELAWARE
ROAD HOLDINGS III, L.L.C.		10/07/2016	Limited Liability Company: DELAWARE
ASSOCIATED ASPHALT PARTNERS, LLC		10/07/2016	Limited Liability Company: DELAWARE
ROAD HOLDINGS, INC.		10/07/2016	Corporation: DELAWARE
TC ASPHALT CORPORATION		10/07/2016	Corporation: DELAWARE
ASSOCIATED ASPHALT, INC.		10/07/2016	Corporation: VIRGINIA
ASSOCIATED ASPHALT DISTRIBUTION, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT EQUIPMENT, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT TRANSPORT, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT ROANOKE, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT INMAN, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT SALISBURY, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT GREENSBORO, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT MARTINSBURG, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT TAMPA, LLC		10/07/2016	Limited Liability Company: VIRGINIA
BITUMINOUS TECHNOLOGIES, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT BRISTOL, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT GAINESVILLE, LLC		10/07/2016	Limited Liability Company: VIRGINIA

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Name	Formerly	Execution Date	Entity Type
ASSOCIATED ASPHALT CHARLOTTE, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-ROANOKE, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-INMAN, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-SALISBURY, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-GREENSBORO, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-MARTINSBURG, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-TAMPA, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-PORT OF TAMPA, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-BRISTOL, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-PINEVILLE, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-GAINESVILLE, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT COLUMBIA, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT CONLEY, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-RICHLAND COUNTY, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-CONLEY, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-COMMERCE TULLER, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES-EDISTO, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT FINANCE CORP.		10/07/2016	Corporation: DELAWARE
AA PROPERTIES - CHURCH AVENUE, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT LAKE CITY, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT HOPEWELL, LLC		10/07/2016	Limited Liability Company: VIRGINIA

TRADEMARK

REEL: 005898 FRAME: 0099

Name	Formerly	Execution Date	Entity Type
ASSOCIATED ASPHALT SAVANNAH, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA DISTRIBUTION - COLUMBIA, LLC		10/07/2016	Limited Liability Company: VIRGINIA
ASSOCIATED ASPHALT WINSTON-SALEM, LLC		10/07/2016	Limited Liability Company: VIRGINIA
AA PROPERTIES - HOPEWELL, LLC		10/07/2016	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114-1306
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4685278	QCT
Registration Number:	4685279	QUICK CLEAN TACK
Registration Number:	4403253	SEACO
Registration Number:	4696919	QCT
Registration Number:	4559678	ASSOCIATED ASPHALT
Registration Number:	4624718	COLPROVIA
Registration Number:	4551868	COLPROVIA
Registration Number:	3947587	BITUMINOUS TECHNOLOGIES
Registration Number:	2345108	ASSOCIATED ASPHALT

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 20445.111

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	10/12/2016
Total Attachments: 9 source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page1.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page2.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page3.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page4.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page5.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page6.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page7.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page8.tif source=2016 IP Security Agreement - Blue Ridge Asphalt II, LLC et al to Keybank#page9.tif	

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 October 7, 2016, 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 an Amended and Restated Revolving Credit and Guaranty Agreement dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Blue Ridge Asphalt II, LLC, 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 (or continuation, as applicable) Secured Hedge Agreements by the Hedge Banks from time to time and the entry into (or continuation, as applicable) Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated as of October 7, 2016 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, in each case, 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) 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.

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 Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, the Secured Cash Management Agreements and the Secured Hedge Agreements (as such Loan Documents, the Secured Cash Management Agreements or the Secured Hedge Agreements 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.

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

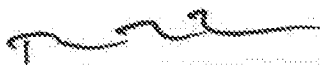
that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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.

[remainder of page intentionally left blank]

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.

BLUE RIDGE ASPHALT II, LLC
BLUE RIDGE ASPHALT II, INC.

By: X 
Name: Daniel R. Revers
Title: President

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

TRADEMARK
REEL: 005898 FRAME: 0105

ROAD HOLDINGS III, L.L.C.
ASSOCIATED ASPHALT PARTNERS, LLC
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-FORT 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
ASSOCIATED ASPHALT FINANCE CORP.
AA PROPERTIES-CHURCH AVENUE, LLC
ASSOCIATED ASPHALT LAKE CITY, LLC
ASSOCIATED ASPHALT HOPEWELL, LLC
ASSOCIATED ASPHALT SAVANNAH, LLC
AA DISTRIBUTION-COLUMBIA, LLC
ASSOCIATED ASPHALT WINSTON-SALEM,
LLC
AA PROPERTIES-HOPEWELL, LLC

By: 


Name: John W. Kirk III

Title: Chief Executive Officer

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

TRADEMARK
REEL: 005898 FRAME: 0106

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Michael P. Gutia
Title: Vice President

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

TRADEMARK
REEL: 005898 FRAME: 0107

SCHEDULE A – PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B – TRADEMARK APPLICATIONS AND REGISTRATIONS

Grantor	Trademark		App. No. App. Date	Reg. No. Reg. Date
Associated Asphalt Partners, LLC	QCT	USA	85862493 28-FEB-2013	4685278 10-FEB-2015
Associated Asphalt Partners, LLC	QUICK CLEAN TACK	USA	85862499 28-FEB-2013	4685279 10-FEB-2015
Associated Asphalt Partners, LLC	SEACO	USA	85845824 11-FEB-2013	4403253 17-SEP-2013
Associated Asphalt Partners, LLC dba Associated Asphalt	QCT 	USA	86111919 06-NOV-2013	4696919 03-MAR-2015
Associated Asphalt Partners, LLC dba Associated Asphalt	ASSOCIATED ASPHALT	USA	86109817 04-NOV-2013	4559678 01-JUL-2014
Associated Asphalt Partners, LLC	COLPROVIA 	USA	86233022 26-MAR-2014	4624718 21-OCT-2014
Associated Asphalt Partners, LLC	COLPROVIA	USA	86121344 18-NOV-2013	4551868 17-JUN-2014
Associated Asphalt Tampa, LLC	BITUMINOUS TECHNOLOGIES 	USA	85110107 18-AUG-2010	3947587 19-APR-2011
Associated Asphalt, Inc.	ASSOCIATED ASPHALT 	USA	75652174 02-MAR-1999	2345108 25-APR-2000

SCHEDULE C – COPYRIGHT APPLICATIONS, REGISTRATIONS AND LICENSES

None.