

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSOCIATED ASPHALT MARKETING, LLC		03/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	127 PUBLIC SQUARE		
Internal Address:	MAIL CODE: OH-01-27-0533		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4981144	FLEXGARD	
Registration Number:	2299406	SUPERIOR PERFORMANCE BY THE MILE	
Registration Number:	4981397	STELLARFLEX	
Registration Number:	4981120	STELLARFLEX FR	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	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:	020445.111		
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III		
SIGNATURE:	/JOHN E. SLAUGHTER, III/		
DATE SIGNED:	03/13/2017		

OP \$115.00 4981144

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated March 8, 2017, is made by the Person listed on the signature page hereof (the “*Grantor*”) 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, 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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated as of October 7, 2016 made by the Grantor and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Amended and Restated Intellectual Property Security Agreement dated October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The 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 the Grantor, wherever located, and whether now or hereafter existing or arising (the “*Additional Collateral*”):

- (i) all patents and patent applications, including, without limitation the patent and patent applications set forth in Schedule A hereto;
- (ii) all trademarks 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 "Additional 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 Additional 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. Supplement to Security Agreement. Schedule II to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the 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, Secured Cash Management Agreements or 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 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement Supplement 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, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSOCIATED ASPHALT MARKETING, LLC

By: 

Name: John W. Kirk III

Title: Chief Executive Officer

Address for notices:

130 Church Avenue, SW

Roanoke, Virginia 24011

[Signature Page to IP Security Agreement Supplement]

TRADEMARK
REEL: 006007 FRAME: 0402

Acknowledged and Accepted:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Michael Gutia

Title: Vice President

Address for notices:

KeyBank National Association, as Administrative Agent

127 Public Square OH-01-27-0533

Cleveland, OH 44114

Attention: Michael Gutia, Vice President

[Signature Page to IP Security Agreement Supplement]

TRADEMARK
REEL: 006007 FRAME: 0403

SCHEDULE A – PATENTS AND PATENT APPLICATIONS

Patent Application Number: 14/515,202 – FUEL-RESISTANT LIQUID ASPHALT BINDERS AND METHODS OF MAKING THE SAME

Filing Date: October 15, 2014

Customer Number: 26111

Confirmation Number: 7659

Publication Number: 2016/0108241 A1

Owner/Record Owner (if different): Associated Asphalt Marketing, LLC

International Application Number: PCT/US2015/054946

Filing Date: October 9, 2015

Customer Number: 26111

Confirmation Number: 7659

SCHEDULE B – TRADEMARK APPLICATIONS AND REGISTRATIONS

Grantor	Trademark		App. No. App. Date	Reg. No. Reg. Date
Associated Asphalt Marketing, LLC	Flexgard	USA	86644258 28-MAY-2015	4981144 21-JUN-2016
Associated Asphalt Marketing, LLC	Superior Performance by the Mile	USA	75436074 18-FEB-1998	2299406 14-DEC-1999
Associated Asphalt Marketing, LLC	Stellarflex	USA	86680760 1-JUL-2015	4981397 21-JUN-2016
Associated Asphalt Marketing, LLC	Stellarflex FR	USA	86638175 21-MAY-2015	4981120 21-JUN-2016
Associated Asphalt Marketing, LLC	STELLARFLEX	Canada	1756082 23-NOV-2015	

SCHEDULE C – COPYRIGHT APPLICATIONS, REGISTRATIONS AND LICENSES

None.