

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Road Holdings III, L.L.C.		04/05/2017	Limited Liability Company: DELAWARE
Associated Asphalt Partners, LLC		04/05/2017	Limited Liability Company: DELAWARE
Associated Asphalt Finance Corp.		04/05/2017	Corporation: DELAWARE
Road Holdings, Inc.		04/05/2017	Corporation: DELAWARE
TC Asphalt Corporation		04/05/2017	Corporation: DELAWARE
Associated Asphalt, Inc.		04/05/2017	Corporation: VIRGINIA
Associated Asphalt Distribution, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Equipment, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Transport, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Roanoke, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Inman, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Salisbury, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Greensboro, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Martinsburg, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Tampa, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Bituminous Technologies, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Bristol, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Gainesville, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Charlotte, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Roanoke, LLC		04/05/2017	Limited Liability Company: VIRGINIA

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Name	Formerly	Execution Date	Entity Type
AA Properties-Inman, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Salisbury, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Greensboro, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Martinsburg, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Tampa, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Port of Tampa, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Bristol, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Pineville, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Gainesville, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Columbia, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Conley, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Richland County, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Conley, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Edisto, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Commerce Tuller, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Church Avenue, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Lake City, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Hopewell, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Savannah, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Distribution-Columbia, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Winston-Salem, LLC		04/05/2017	Limited Liability Company: VIRGINIA
AA Properties-Hopewell, LLC		04/05/2017	Limited Liability Company: VIRGINIA
Associated Asphalt Marketing, LLC		04/05/2017	Limited Liability Company: DELAWARE

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REEL: 006028 FRAME: 0329

Name	Formerly	Execution Date	Entity Type
Blue Ridge Asphalt II, LLC		04/05/2017	Limited Liability Company: DELAWARE
Blue Ridge Asphalt II, Inc.		04/05/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 13

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
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: 2028357586
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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.71900

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/05/2017
Total Attachments: 10 source=2.6 Project Ash - IP Security Agreement (Execution Version)#page1.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page2.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page3.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page4.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page5.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page6.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page7.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page8.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page9.tif source=2.6 Project Ash - IP Security Agreement (Execution Version)#page10.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 April 5, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse AG, as Collateral Agent (the “*Collateral 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, Associated Asphalt Partners, LLC, a Delaware limited liability company and Blue Ridge Asphalt II, LLC, a Delaware corporation, have entered into a Credit Agreement dated as of April 5, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the other Guarantors party thereto and Credit Suisse AG, as Collateral Agent. 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 effectiveness of the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement dated April 5, 2017 made by the Grantors to the Collateral 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 Collateral 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 Collateral 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 Secured Obligations of such Grantor now or hereafter existing under 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.

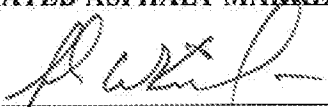
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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.

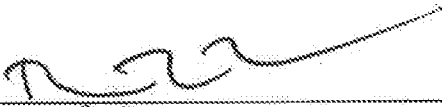
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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

By: 
Name: John W. Kirk III
Title: Chief Executive Officer

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

By: 
Name: Daniel R. Revers
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006028 FRAME: 0336

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name: Nupur Kumar
Title: Authorized Signatory

By: _____
Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

Schedule A

Trademark	App. No. App. Date	Reg. No. Reg. Date	Country	Grantor
QCT	85862493 28-FEB-2013	4685278 10-FEB-2015	USA	Associated Asphalt Partners, LLC
QUICK CLEAN TACK	85862499 28-FEB-2013	4685279 10-FEB-2015	USA	Associated Asphalt Partners, LLC
SEACO	85845824 11-FEB-2013	4403253 17-SEP-2013	USA	Associated Asphalt Partners, LLC
QCT 	86111919 06-NOV-2013	4696919 03-MAR-2015	USA	Associated Asphalt Partners, LLC dba Associated Asphalt
ASSOCIATED ASPHALT	86109817 04-NOV-2013	4559678 01-JUL-2014	USA	Associated Asphalt Partners, LLC dba Associated Asphalt
COLPROVIA 	86233022 26-MAR-2014	4624718 21-OCT-2014	USA	Associated Asphalt Partners, LLC
COLPROVIA	86121344 18-NOV-2013	4551868 17-JUN-2014	USA	Associated Asphalt Partners, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Country	Grantor
BITUMINOUS TECHNOLOGIES 	85110107 18-AUG-2010	3947587 19-APR-2011	USA	Associated Asphalt Tampa, LLC
ASSOCIATED ASPHALT 	75652174 02-MAR-1999	2345108 25-APR-2000	USA	Associated Asphalt, Inc.
Flexgard	86644258 28-MAY-2015	4981144 21-JUN-2016	USA	Associated Asphalt Marketing, LLC (f/k/a Axeon Marketing LLC)
Superior Performance by the Mile	75436074 18-FEB-1998	2299406 14-DEC-1999	USA	Associated Asphalt Marketing, LLC (f/k/a Axeon Marketing LLC)
Stellarflex	86680760 1-JUL-2015	4981397 21-JUN-2016	USA	Associated Asphalt Marketing, LLC (f/k/a Axeon Marketing LLC)
Stellarflex FR	86638175 21-MAY-2015	4981120 21-JUN-2016	USA	Associated Asphalt Marketing, LLC (f/k/a Axeon Marketing LLC)
STELLARFLEX	1756082 23-NOV-2015		Canada	Associated Asphalt Marketing, LLC

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 (f/k/a Axeon Marketing LLC)

International Application Number: PCT/US2015/054946

Filing Date: October 9, 2015

Customer Number: 26111

Confirmation Number: 7659

Applicant: Associated Asphalt Marketing, LLC

Domain Name	Creation Date	Registrar	Registrant
associatedasphalt.info	2014-04-22	NETWORK SOLUTIONS, LLC	Associated Asphalt Partners, LLC
btlab.org	2010-07-26	NETWORK SOLUTIONS, LLC	Associated Asphalt Partners, LLC
colprovia.com	2005-01-31	NETWORK SOLUTIONS, LLC.	Associated Asphalt Partners, LLC
regionallogistics.com	2003-01-27	NETWORK SOLUTIONS, LLC.	Associated Asphalt Partners, LLC
seacoinc.com	1999-03-05	NETWORK SOLUTIONS, LLC.	Associated Asphalt Partners, LLC
warmmix.com	2006-05-11	NETWORK SOLUTIONS, LLC.	Associated Asphalt Partners, LLC

associatedasphalt.com	1997-06-27	NETWORK SOLUTIONS, LLC.	Perfect Privacy, LLC
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