

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LITHKO CONTRACTING, LLC		12/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5097286	LITHKO	
Registration Number:	5097287	LITHKO CONTRACTING	
CORRESPONDENCE DATA			
Fax Number:	3127068243		
<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>			
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	Guy W. Barcelona Jr.		
Address Line 1:	71 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	16500761		
NAME OF SUBMITTER:	Guy W. Barcelona Jr.		
SIGNATURE:	/Guy W. Barcelona Jr./		
DATE SIGNED:	12/13/2017		
Total Attachments: 5			
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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

December 7, 2017

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lithko Contracting, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 2958 Crescentville Road, West Chester, Ohio 45069, hereby grants BMO Harris Bank N.A., as Administrative Agent, with principal offices at 111 West Monroe Street, Chicago, Illinois 60603 (the “Administrative Agent”), a security interest in all of the following property, whether now owned or hereafter acquired or existing (collectively, the “Trademark Collateral”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “Trademark”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;
- (b) all Trademark licenses;
- (c) all reissues, extensions or renewals of any item described in clause (a) or (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under (a) hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

THIS SECURITY INTEREST (this “Agreement”) is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, Hedging Liability and Funds Transfer and Deposit Account Liability, as such terms are defined in the Security Agreement among the Grantor, Lithko Acquisition, LLC, a Delaware limited liability company, Lithko Holdings, LLC, a Delaware limited liability company, the other Guarantors party thereto and the Administrative Agent, dated as of April 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Secured Obligations have been performed or paid in full (other than (A) contingent indemnification obligations as to which no claim has been asserted and (B) Hedging Liability and Funds Transfer and Deposit Account Liability as to which arrangements satisfactory to the applicable providers thereof shall have been made) and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

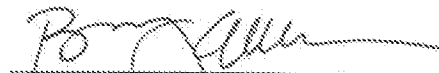
This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LITHKO CONTRACTING, LLC, Grantor

By:

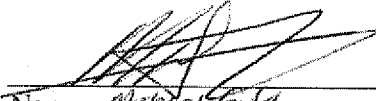


Name: Brian Albanese

Title: Secretary and Treasurer

[Signature page to Trademark Security Agreement]

BMO HARRIS BANK N.A., as Administrative
Agent

By: 
Name: *Michael E. Hoff*
Title: *Director*

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 006227 FRAME: 0575

SCHEDULE A

OWNER	MARK	REGISTRATION NUMBER	APPLICATION DATE
Lithko Contracting, LLC	LITHKO	5,097,286	12/6/2016
Lithko Contracting, LLC	LITHKO CONTRACTING	5,097,287	12/6/2016

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