

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vulcan, Inc.		12/29/2017	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Road, 3rd Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1776343	SIGNAL MANAGER	
Registration Number:	1783942	LIGHTS MANAGER	
Registration Number:	1824162	VIMMS	
Registration Number:	1783941	MARKINGS MANAGER	
Registration Number:	1776342	SIGN MANAGER	
Registration Number:	1826164	SHOP MANAGER	
Registration Number:	1871085	VISUAL INFORMATION MAINTENANCE MANAGEMEN	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHR&D		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Mitchell M. Purvis		
SIGNATURE:	/mmp/		
DATE SIGNED:	12/29/2017		

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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, **VULCAN, INC.**, an Alabama corporation (the "**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**") desires to acquire a security interest in, and lien on, all of the Grantor's right, title and interest in and to the Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of December 29, 2017, between the Grantor and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of the Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

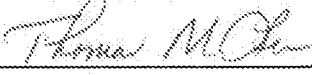
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of page intentionally left blank; signatures appear on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

VULCAN, INC.,
an Alabama corporation

By: 

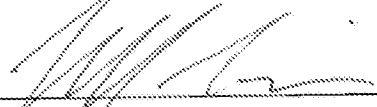
Name: **Thomas M. Lee**

Title: President and Chief Executive Officer

[Signatures continue on the following page]

GRANTEE:

MB FINANCIAL BANK, N.A.

By: 
Name: Jeffrey Seiden
Title: Senior Vice President

Signature Page Grant of Security Interest in Trademarks and Patents (Vulcan)

TRADEMARK
REEL: 006239 FRAME: 0466

Schedule A – Trademarks

Country	Trademark	Registration #	Registration Date	Owner
USA	SIGNAL MANAGER	1776343	06/15/1993	Vulcan, Inc.
USA	LIGHTS MANAGER	1783942	07/27/1993	Vulcan, Inc.
USA	VIMMS	1824162	03/01/1994	Vulcan, Inc.
USA	MARKINGS MANAGER	1783941	07/27/1193	Vulcan, Inc.
USA	SIGN MANAGER	1776342	06/15/1993	Vulcan, Inc.
USA	SHOP MANAGER	1826164	03/15/1994	Vulcan, Inc.
USA	VISUAL INFORMATION MAINTENANCE MANAGEMENT SYSTEM	1871085	01/03/1995	Vulcan, Inc.

Schedule B – Patents

None.