

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465306

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|---|---|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| New Enterprise Stone & Lime Co., Inc. | | 03/12/2018 | Corporation: DELAWARE |
| Work Area Protection Corp. | | 03/12/2018 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association, as Collateral Agent | | |
| Street Address: | 1 Independent Drive, Suite 620 | | |
| City: | JACKSONVILLE | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32202 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1137896 | DIAMOND-TEX. | |
| Registration Number: | 2408437 | DIAMOND TEX | |
| Registration Number: | 3354960 | SMART CUSHION INNOVATIONS | |
| Registration Number: | 3354961 | SMART CUSHION | |
| Registration Number: | 3994863 | LANE CHANGER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Melony Sot | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F175955 NE TM AGMT | | |
| NAME OF SUBMITTER: | Maya Wolfson | | |

OP \$140.00 1137896

| | |
|---|----------------|
| SIGNATURE: | /Maya Wolfson/ |
| DATE SIGNED: | 03/12/2018 |
| Total Attachments: 5 source=Trademark Security Agreement [Executed]#page3.tif source=Trademark Security Agreement [Executed]#page4.tif source=Trademark Security Agreement [Executed]#page5.tif source=Trademark Security Agreement [Executed]#page6.tif source=Trademark Security Agreement [Executed]#page7.tif | |

TRADEMARK SECURITY AGREEMENT dated as of March 12, 2018 (this “**Agreement**”), NEW ENTERPRISE STONE & LIME CO., INC., a Delaware corporation and WORK AREA PROTECTION CORP., an Illinois corporation (each a “**Grantor**” and collectively, the “**Grantors**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Indenture, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among New Enterprise Stone & Lime Co., Inc., a Delaware corporation (the “**Company**”), certain subsidiaries of the Company, Wells Fargo Bank, National Association, in its capacity as trustee (in such capacity, the “**Trustee**”) and the Collateral Agent, (b) the Security Agreement, dated as of March 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Company, the Subsidiary Grantors party thereto and the Collateral Agent. It is a condition to the issuance of the Notes that payment shall be secured by, among other things, a security interest in favor of the Collateral Agent for the benefit of the Secured Parties in the Collateral. Each Grantor will receive substantial direct and indirect benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Indenture or the Security Agreement, as applicable. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): (a) (i) all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL’s), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including those listed in Schedule I hereto, that are owned by or assigned to such Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (ii) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor’s use of any trademarks, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages,

claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof; (b) all goodwill associated therewith or symbolized thereby; and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. Incorporation by Reference. The provisions of Sections 10.05 and 10.08 of the Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**NEW ENTERPRISE STONE & LIME CO.,
INC.**

by



Name: Paul I. Detwiler, III
Title: President, Chief Executive Officer
and Secretary

WORK AREA PROTECTION CORP.

by



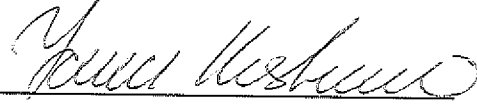
Name: Paul I. Detwiler, III
Title: Vice President, Treasurer and
Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006289 FRAME: 0535**

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

by



Name:

Yana Kislenko

Title:

Vice President


[Trademark Security Agreement]

TRADEMARK

REEL: 006289 FRAME: 0536

SCHEDULE I

Trademarks

| Owner | Trademark | Registration Date | Status | Registration Number | Class |
|---------------------------------------|---|-------------------|------------|---------------------|-------|
| New Enterprise Stone & Lime Co., Inc. | Diamond-Tex. | 07/15/80 | Registered | 1,137,896 | 19 |
| New Enterprise Stone & Lime Co., Inc. | Diamond Tex and Design  | 11/28/00 | Registered | 2,408,437 | 19 |
| WORK AREA PROTECTION CORPORATION | Smart Cushion Innovations | 12/18/07 | Registered | 3,354,960 | 6 |
| WORK AREA PROTECTION CORPORATION | Smart Cushion | 12/18/07 | Registered | 3,354,961 | 6 |
| WORK AREA PROTECTION CORPORATION | Lane Changer | 07/12/11 | Registered | 3,994,863 | 19 |

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