

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481589

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yak Mat, LLC		07/11/2018	Limited Liability Company: MISSISSIPPI
BluRoc, LLC		07/11/2018	Limited Liability Company: MISSISSIPPI
New South Access & Environmental Solutions, LLC		07/11/2018	Limited Liability Company: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	Attn: MAC Legal, MC:NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4155848		
<b>Registration Number:</b>	3982988	SINCE 1976 DIXIEMAT REAL. STRONG. MATS.	
<b>Registration Number:</b>	4095821	ES EARTHSAFE MINIMUM IMPACT. MAXIMUM ACC	
<b>Registration Number:</b>	4095820	EARTHSAFE	
<b>Registration Number:</b>	4114155	ES SURETRAK SURETRAKMAT.COM	
<b>Registration Number:</b>	4101609	SURETRAK	
<b>Serial Number:</b>	87797713		
<b>Serial Number:</b>	87797175	YAK MAT	
<b>Serial Number:</b>	87797609	YAK MAT	
<b>Serial Number:</b>	87891097		
<b>Serial Number:</b>	87891056	BLU ROC	
<b>Serial Number:</b>	87891134	BLUROC	
<b>Serial Number:</b>	87891451	NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIO	

OP \$340.00 4155848

**CORRESPONDENCE DATA****Fax Number:** 8009144240*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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	07/12/2018

**Total Attachments: 7**

source=19. Yak Mat - Second Lien Trademark Security Agreement#page1.tif

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

- 1. Yak Mat, LLC
- 2. BluRoc, LLC
- 3. New South Access & Environmental Solutions, LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1-3. LLC-MS

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 11, 2018

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Second Lien Security Agreement

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon St., Attn: MAC Legal, MC:NC1-001-05-45

City: Charlotte

State: NC

Country: USA    Zip: 28255

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY    Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

#### 6. Total number of applications and registrations involved:

13

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

#### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

#### 9. Signature:

Elaine Carrera  
Signature

July 11, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2018, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of July 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral) (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in

accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

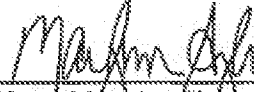
SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

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


Very truly yours,

YAK MAT, LLC, as a grantor

By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

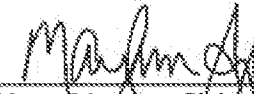
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BLUROC, LLC, as a grantor

By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

*la*

NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIONS, LLC, as a grantor

By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

*la*

Accepted and Agreed to:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Aamir Saleem

Name:

Title:

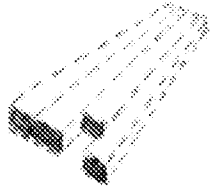



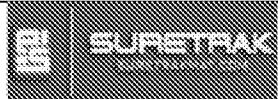

**Aamir Saleem**  
**Vice President**

[Ramp – Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006378 FRAME: 0195**




**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Yak Mat, LLC	4155848	
Yak Mat, LLC	3982988	
New South Access & Environmental Solutions, LLC	4095821	
New South Access & Environmental Solutions, LLC	4095820	
New South Access & Environmental Solutions, LLC	4114155	
New South Access & Environmental Solutions, LLC	4101609	



**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER  SERIAL NUMBER</b>	<b>TRADEMARK</b>
Yak Mat, LLC	Pending  87797713 (1A)	
Yak Mat, LLC	Pending  87797175 (1A)	
Yak Mat, LLC	Pending  87797609	Yak Mat
BluRoc, LLC	Pending  87891097	
BluRoc, LLC	Pending  87891056	
BluRoc, LLC	Pending  87891134	<b>BLUROC</b>
New South Access & Environmental Solutions, LLC	Pending  87891451	