

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503435

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VantaCore Partners, LLC | | 12/19/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service Center/DCC | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3855563 | VANTACORE PARTNERS | |
| Registration Number: | 3711442 | VANTACORE PARTNERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 2155695619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye | | |
| Address Line 1: | One Logan Square | | |
| Address Line 2: | 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 074658-18107 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 12/26/2018 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 19th day of December, 2018, among the Grantors listed on the signature pages hereof and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VANTACORE PARTNERS LLC, a Delaware limited liability company ("VantaCore"), LAKE LYNN TRANSPORTATION LLC, a Delaware limited liability company ("Lake"), LAUREL AGGREGATES OF DELAWARE, LLC, a Delaware limited liability company ("Laurel DE"), LAUREL AGGREGATES OF PA, LLC, a Delaware limited liability company ("Laurel PA"), LAUREL AGGREGATES TERMINAL SERVICES OF DELAWARE, LLC, a Delaware limited liability company ("Laurel"), MCASPHALT, LLC, a Delaware limited liability company ("McAsphalt"), MCINTOSH CONSTRUCTION COMPANY, LLC, a Delaware limited liability company ("McIntosh"), SOUTHERN AGGREGATES, LLC, a Delaware limited liability company ("Southern"), UTICA RESOURCES LLC, a Delaware limited liability company ("Utica"), WINN MARINE, LLC, a Delaware limited liability company ("Marine"), WINN MATERIALS, LLC, a Delaware limited liability company ("Winn"), and WINN MATERIALS OF KENTUCKY LLC, a Delaware limited liability company ("Kentucky", together with VantaCore, Lake, Laurel DE, Laurel PA, Laurel, McAsphalt, McIntosh, Southern, Utica, Marine, Winn, and each other Person from time to time joined as a party thereto as a "Borrower", and all of their respective permitted successors and assigns, collectively, the "Borrowers"), VANTACORE INTERMEDIATE HOLDING, LLC, a Delaware limited liability company ("Holdings", and together with the Borrowers, collectively, jointly and severally, "Grantors" and each individually a "Grantor"), the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto (collectively, the "Lenders"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the Lenders (PNC, in such capacity, "Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority

security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, to the extent constituting Collateral (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, service mark applications, trade names, domain name, mask works and associated goodwill (collectively, "Trademarks"), and any license to which such Grantor is a party for any of the foregoing (each such license, a "License"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new Trademark Collateral in accordance with Section 9.17 of the Credit Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile, .pdf or similar method of electronic transmission shall be deemed to be an original signature hereto.

7. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

8. GOVERNING LAW. Section 15.1 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the 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.

GRANTORS:

VANTACORE PARTNERS LLC

By: 

Name: Colin Oerton

Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Scott Goldstein


Title: Senior Vice President

Signature Page to Trademark Security Agreement
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TRADEMARK
REEL: 006508 FRAME: 0956

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks:

| Owner | Mark | Application No. | Date of Application | Reg. No. | Date of Registration |
|------------------------|---|------------------------|----------------------------|-----------------|-----------------------------|
| Vantacore Partners LLC | VANTACORE PARTNERS  | 77787713 | 7/23/2009 | 3855563 | 10/5/2010 |
| Vantacore Partners LLC | VANTACORE PARTNERS | 77670066 | 2/13/2009 | 3711442 | 11/17/2009 |

Licenses:

None.