

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509562

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|---|--------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 10/29/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Trinity Industries, Inc. | | 02/01/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Arcosa, Inc. | | |
| Street Address: | 500 N. Akard Street | | |
| Internal Address: | Suite 400 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5167320 | TRINITY LIGHTWEIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2146614899 | | |
| <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: | 214-953-6500 | | |
| Email: | daltmdept@bakerbotts.com | | |
| Correspondent Name: | Baker Botts L.L.P. | | |
| Address Line 1: | 2001 Ross Avenue | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | DALLAS, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 086707.0139 | | |
| NAME OF SUBMITTER: | Laura K. Johnson | | |
| SIGNATURE: | /Laura K. Johnson/ | | |
| DATE SIGNED: | 02/11/2019 | | |
| Total Attachments: 6 | | | |
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment ("Assignment"), effective as of October 29, 2018 ("Effective Date"), is entered into by and between Trinity Industries, Inc., a Delaware corporation with its address at 2525 N. Stemmons Freeway, Dallas, Texas 75207 ("Assignor"), and Arcosa, Inc., a Delaware corporation with its address at 500 N. Akard Street, Suite 400, Dallas, Texas 75201, U.S.A. ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the names, marks, trademarks, service marks, and logos, set forth on the attached "Exhibit A," and in and to the related registrations and pending applications therefor as shown on the attached Exhibit A, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the "Marks");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all right, title and interest in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

WHEREAS, Assignor and Assignee are parties to a Trademark Assignment (the "Agreement"), effective October 29, 2018, under which Assignor assigned, transferred, and conveyed to Assignee, all of its right, title and interest in and to certain assets, including, but not limited to the Marks; and

WHEREAS, to correct certain aspects in the Agreement, this Assignment abrogates, supersedes and replaces the Agreement; and

NOW THEREFORE, for good and valuable consideration in the amount of \$1.00 USD, and other consideration, the receipt and adequacy of which each party hereby acknowledges and confirms, intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over and conveys *nunc pro tunc* to Assignee, its successors and assigns, without reservation of any rights, title or interest, all of Assignor's worldwide and/or universal rights, title, and interest in and to the Marks, including, but not limited to, the related applications and registrations therefor, the use of the Marks in commerce, together with the goodwill of the business symbolized by the Marks throughout the world, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in the Marks. Assignor further assigns to Assignee the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising before the Effective Date of this Assignment.

2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the

necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without further consideration.

3. This Assignment, together with the Exhibit hereto, constitutes the final expression and the complete and exclusive integrated statement among the parties concerning the assignment of the marks identified in Exhibit A attached hereto to the Assignee, and for the avoidance of doubt, abrogates, supersedes and replaces the Agreement as defined hereinabove.

4. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, pdf or digital signature shall be deemed an original. The WHEREAS clauses of this Assignment are incorporated into and considered a part of this Agreement for all purposes, including when construing the effect of its provisions and the intent of the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

TRINITY INDUSTRIES, INC.

(Assignor)

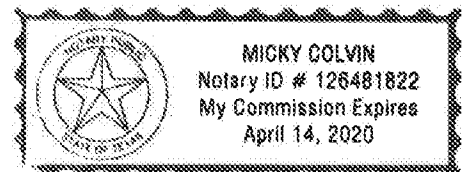
By: [Signature]
Name: S. Theis Rice
Title: Senior Vice President
Location: Dallas, Texas USA

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public on this day personally appeared S. Theis Rice, Senior Vice President of **Trinity Industries, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **Trinity Industries, Inc.**, a Delaware corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 1st day of February, 2019.

[Signature]
Notary Public, State of Texas



My commission expires the 14th day of April, 2020.

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ARCOSA, INC.

(Assignee)

By: Bryan P. Stevenson
Name: Bryan P. Stevenson
Title: Chief Legal Officer
Location: Dallas, Texas USA

STATE OF TEXAS §
COUNTY OF DALLAS §

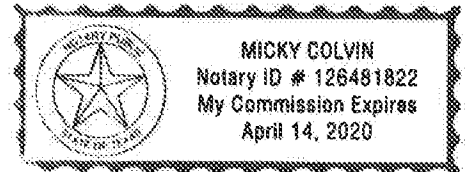
Before me, the undersigned, a Notary Public on this day personally appeared Bryan P. Stevenson, Chief Legal Officer of Arcosa, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Arcosa, Inc., a Delaware corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 4th day of February, 2019.

Micky Colvin

Notary Public, State of Texas

My commission expires the 14th day of April, 2020.



**Exhibit A
Trademarks**

| Mark | Reg. No. | Country | Filing/Reg. Date | International Classification/Goods &/or Services |
|------------------------|-----------|-----------|------------------|--|
| TATSA | 2573979 | Argentina | 6/7/13 | 6 - Railroad car parts; tank barrels; domestic, storage and motor fuel tanks for liquid propane gas; cylinders for use with compressed gas or liquids; tank heads; and chlorine tanks. |
| TATSA | 840022948 | Brazil | 7/7/15 | 6 - Railroad car parts; tank barrels; domestic, storage and motor fuel tanks for liquid propane gas; cylinders for use with compressed gas or liquids; tank heads; and chlorine tanks. |
| TATSA | 888145 | Chile | 6/21/10 | 6 - Metallic parts, namely, railroad car parts, tank barrels, domestic, storage and motor fuel tanks for liquid propane gas, cylinder for use with compressed gas or liquids, tank head, and chlorine tanks. |
| TATSA | 217082 | Columbia | 3/26/99 | 6 - Metallic parts, namely, railroad car parts, tank barrels, domestic, storage and motor fuel tanks for liquid propane gas, cylinder for use with compressed gas or liquids, tank head, and chlorine tanks. |
| TRINITY LIGHTWEIGHT | 5167320 | USA | 3/21/17 | 19 - Expanded shale and clay aggregate for use in building, construction, leachate collection systems, solid waste landfills, coastal protection and restoration, storm water control, storm water bio-retention, and storm water |
| TATSA | 663126 | Mexico | 11/7/00 | 6 - Railroad car parts; tank barrels; domestic, storage and motor fuel tanks for liquid propane gas; cylinders for use with compressed gas or liquids; tank heads; and chlorine tanks. |
| TATSA | 662224 | Mexico | 6/29/00 | 12 - Bob tails; railroad cars and railroad and truck trailers |
| TATSA & DESIGN | 206325 | Mexico | 9/20/77 | 12 - all kind of receptacles made of metal (except for the kitchen) |
| TATSA & DESIGN | 208114 | Mexico | 11/23/77 | 12 - Vehicles, land, air and sea locomotion apparatus, except their engines. |
| TATSA & DESIGN | 205213 | Mexico | 9/20/77 | 1 - Manures and fertilizers |
| TATSA & DESIGN | 208115 | Mexico | 9/20/77 | 1 - Artificial resins 2 - natural raw resins 3 - oil for making soaps and incense 4 - oil for making paints, fuels, balls, bee wax wood 6 - scrap iron or metal 13 - tinder 17 - asbestos, india rubber, gutta-percha, gum 18 - leather, leather imitations and animal skins 19 - clay, artificial cork, rock crystal 20 - rain coral, meerschaum, triw, raw ivory and mother of pearl 21 - glass agglomerates, rubber sponges 22 - filling materials 25 - soles and heel pieces for shoes 31 - non-edible seeds, plants and natural flowers |
| TATSA & DESIGN | 208113 | Mexico | 9/20/77 | Int'l. Classes 6 - 7 - 9 - 14 - 16 |
| TATSA | 208112 | Mexico | 9/20/77 | 6 - Hardware, metallic tubes, ironworks 7 - Electric can openers 8 - Non-electric can openers, house pokers, kitchen spoons, fruit knives 11 - spring washers, s.c. seats, bathtubs, bath fixtures 12 - metallic chains for vehicles 17 - flexible non-metallic tubes, door stoppers 19 - metallic gutters 20 - curtain hooks 21 - non-electric coffee makers, pots and utensils used in the kitchen 26 - hangers for clothing and shoes |
| TATSA & DESIGN | 208899 | Mexico | 9/20/77 | Int'l. Classes 6 - 17 - 19 - 20 - 12 |

| Mark | Reg. No. | Country | Filing/Reg. Date | International Classification/Goods &/or Services |
|------------------------|----------|---------|------------------|---|
| TATSA & DESIGN | 206547 | Mexico | 9/20/77 | Int'l Classes 4 - 7 - 11 - 21 - 34 |
| TRINITY POLES & DESIGN | 1400172 | Mexico | 9/26/13 | 6 - Electrical utility pole sections and arms of metal |
| TANQUES TATSA | 1453945 | Mexico | 5/12/14 | 37 --- Servicios de instalacion |
| TATSA | 1574181 | Mexico | 9/22/15 | 37 --- Servicios de construccion; Servicios de reparacion; Servicios de instalacion |
| ESTACIONARIOS TATSA | 1588011 | Mexico | 11/9/15 | 37 --- Servicios de instalacion |