

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DBI HOLDING LLC		03/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, as Administrative Agent		
Street Address:	Park Avenue, 5th Floor		
Internal Address:	350		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4507209	DBI SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803576		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	Jade Tanks		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation System		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Robin Riley		
SIGNATURE:	/Robin Riley/		
DATE SIGNED:	04/05/2019		
Total Attachments: 8			
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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)/Execution Date(s):

DBI HOLDING LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: DE

Execution Date(s): March 26, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Manufacturers and Traders Trust Company, as

Administrative Agent

Internal
Address:

Street Address: 350 Park Avenue, 5th Floor

City: New York

State: NY

Country: USA

Zip: 10022

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other: Amended and Restated Trademark Security Agreement

- Association Citizenship:
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship:
 Other Bank Citizenship: USA

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 of the Trademark.

A. Trademark Application No. (s) See Attached Schedule 1

B. Trademark Registration No. (s) See Attached Schedule 1

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: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: rriley@otterbourg.com

6. Total number of applications and registrations involved: 1

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

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature: Robin Riley

Signature

April 5, 2019
Date

Robin Riley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 26, 2019, is by and between Manufacturers and Traders Trust Company, in its capacity as Administrative Agent (together with its successors and assigns, in such capacity, the "Lender"), and DBI Holding LLC (together with its successors and permitted assigns, the "Grantor").

WITNESSETH

WHEREAS, the Grantor is a party to an Amended and Restated Security Agreement, dated as of March 26, 2019 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Security Agreement"), made by Grantor, amongst others, in favor of Lender, pursuant to which as collateral security for the payment and performance in full of all of the Secured Obligations, Grantor has pledged and granted to Lender for its benefit and for the benefit of the other Secured Parties, a lien on and security interest in and to all of the right, title, and interest of the Grantor in certain personal property, wherever located, and whether now existing or hereafter arising or acquired from time to time.

WHEREAS, the Grantor and certain affiliates of Grantor entered into the Credit Agreement, dated as of August 1, 2016, by and among Lender, certain parties thereto as lenders, Grantor, and certain affiliates of Grantor (as amended, restated, modified, supplemented and/or replaced from time to time prior to the date hereof, the "Existing Credit Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Credit Agreement, as the same have been amended, modified, supplemented, extended, renewed, restated or replaced prior to the date hereof, being collectively referred to herein as the "Existing Loan Documents").

WHEREAS, Grantor is the owner of certain trademarked works, including the registrations thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto.

WHEREAS, the Grantor and Lender have previously entered into the Trademark Security Agreement, dated as of August 1, 2016 (as amended, restated, modified, supplemented and/or replaced from time to time prior to the date hereof, the "Existing Trademark Security Agreement"), pursuant to which Grantor granted to Lender a security interest in all of its right, title and interest in and to certain trademarks to secure the payment and performance of the Secured Obligations.

WHEREAS, the Grantor, certain affiliates of the Grantor, Lender, and the other parties to the Credit Agreement thereto have entered into the Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement").

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree that the Existing Trademark Security Agreement is hereby amended and restated as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges (and confirms, reaffirms, and restates the prior grant, assignment, and pledge as set forth

in the Existing Trademark Security Agreement) to Administrative Agent and the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

(a) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule A;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor under any Debtor Relief Laws.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of

this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. Choice of Law and Venue, Jury Trial Waiver, and Judicial Reference Provision. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 14 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. Amendment and Restatement.

(a) The liens and security interests granted by Grantor in the Trademarks shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Trademark Security Agreement, this Agreement or any of the other Loan Documents.

(b) Grantor, as of the date hereof, hereby acknowledges, confirms and agrees that: (i) the Existing Trademark Security Agreement has been duly executed and delivered by Grantor and is in full force and effect as of the date hereof immediately prior to the effectiveness of this Agreement, (ii) immediately prior to the effectiveness of this Agreement, the agreements and obligations of Grantor contained in the Existing Trademark Security Agreement constitute the legal, valid and binding obligations of Grantor enforceable against Grantor in accordance with their respective terms, and (iii) as of the date hereof, Grantor does not have a valid defense to the enforcement of such obligations.

(c) As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Security Agreement are hereby amended, restated, restructured, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement. The parties hereto acknowledge and agree, however, that (i) this Agreement does not constitute a novation, payment and reborrowing or termination of the Obligations arising under or pursuant to the Existing Trademark Security Agreement as in effect immediately prior to the effectiveness of this Agreement, (ii) such Obligations arising under or pursuant to the Existing Trademark Security Agreement are in all respects continuing with only the terms being modified as provided in this Agreement, (iii) the Liens and security interests in favor of the Agent for the benefit of the Secured Parties securing payment of such Obligations arising under or pursuant to the Existing Trademark Security Agreement are in all respects continuing and in full force and effect with respect to all Obligations and shall not in any manner be impaired, limited, terminated, waived or released by virtue of the amendment and restatement of any of the Existing Trademark Security Agreement and the other Existing Loan Documents on the date hereof.

[Signature pages follow]

Executed as of the date first above written.

GRANTOR:

DBI HOLDING LLC

By: 

Name: Joseph Ferguson

Title: Secretary

LENDER:

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Administrative Agent**

By: 


Name: Anca Filippi

Title: Authorized Signatory


Schedule A

TRADEMARK APPLICATIONS AND REGISTRATIONS

United States

Country	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Status/ Last Listed Owner
United States	 The logo for DBI SERVICES features the letters "DBI" in a large, bold, sans-serif font. Below "DBI" is the word "SERVICES" in a smaller, all-caps, sans-serif font. To the right of the text is a circular graphic element consisting of several concentric, slightly offset lines, resembling a globe or a stylized wheel.	85/811,796 28-Dec- 2012	4,507,209 01-Apr-2014	DBI Holding LLC

Foreign

Country	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Class/ Goods & Services	Status/ Owner
Canada		1633038 27-Jun-2013	TMA911 757 19-Aug- 2015	Measurement evaluations in the field of retroreflectivity and visibility of roadway pavement markings, signage, and other traffic control devices; Cleaning, maintenance, and repair services in the field of roads, bridges, tunnels, highways, and other traffic ways; pavement marking services; pavement sealing; pavement stripping; road paving; rumble strip and audible pavement texturing; sign and guardrail installation and repair services; maintenance and repair of stormwater and drainage systems; road construction; Horticultural services, namely, vegetation management	Registered DBI Holding LLC