

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525788

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|---|---|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rieth-Riley Construction Co., Inc. | | 05/15/2019 | Corporation: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Agent | | |
| Street Address: | 10 South Dearborn Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | a national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1659123 | RIETH-RILEY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6127661600 | | |
| <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: | 612-766-6911 | | |
| Email: | susan.carlson@faegrebd.com | | |
| Correspondent Name: | Susan Carlson, Faegre Baker Daniels LLP | | |
| Address Line 1: | 90 South 7th St Ste 2200 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Susan Carlson | | |
| SIGNATURE: | /e/ Susan Carlson | | |
| DATE SIGNED: | 05/31/2019 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 1659123

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated effective as of May 15, 2019, by and between RIETH-RILEY CONSTRUCTION CO., INC., an Indiana corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among RR Holdco, Inc., an Indiana corporation (the "Borrower"), Grantor, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Agent, Lenders have agreed to extend certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other Loan Parties from time to time party thereto and the Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is 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, Grantor hereby agrees 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.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (collectively, the "Trademark Collateral"):

(a) all Trademarks and Trademark applications owned by Grantor, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, further that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall constitute Trademark Collateral.

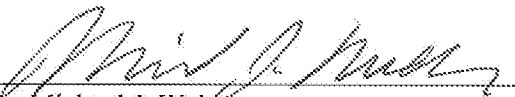
3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

RIETH-RILEY CONSTRUCTION CO., INC.

By: 
Name: Michael J. Weber
Title: Treasurer & Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006658 FRAME: 0241

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

RIETH-RILEY CONSTRUCTION CO., INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as Agent

By: 
Name: 
Title: Authorized Officer

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

| Trademark | Application Date | Application Number | Registration Date | Registration Number |
|------------------|-------------------------|---------------------------|--------------------------|----------------------------|
| RIETH-RILEY | | | 10/1/1991 | 1659123 |