# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM589653

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stripe-A-Zone, Inc.		07/31/2020	Corporation: TEXAS
Striping Service and Supply, Inc.		07/31/2020	Corporation: TEXAS

#### **RECEIVING PARTY DATA**

Name:	BNP Paribas, as Secured Party
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank / France: FRANCE

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	3820272	STRIPE-A-ZONE	
Registration Number:	3820273	PAVEMENT MARKING SPECIALISTS	
Serial Number:	88824148	STRIPING SERVICE AND SUPPLY	
Serial Number:	88824244	YOUR TRUSTED SOURCE FOR ALL THINGS TRAFF	

### **CORRESPONDENCE DATA**

6175269899 Fax Number:

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: 6175269628

Email: cslattery@proskauer.com

**Correspondent Name:** Christine Slattery Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	30024 / 017
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/31/2020

## **Total Attachments: 5**

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#### GRANT OF TRADEMARK SECURITY INTEREST

July 31, 2020

WHEREAS, Stripe-A-Zone, Inc., a Texas corporation, and Striping Service and Supply, Inc., a Texas corporation ("Grantors"), own and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Frontline Road Safety Acquisition, LLC, a Delaware limited liability company ("Company") has entered into a Credit Agreement, dated as of July 31, 2020 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "Lenders"), Adams Street Credit Advisors LP, as Term Loan Administrative Agent for the Lenders (in such capacity, "Term Loan Administrative Agent") and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "Swap Counterparties"); and

WHEREAS, Each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of July 31, 2020 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 31, 2020 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest

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in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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

STRIPE-A-ZONK,INC.

By: Name: David W Sargent

Title: President

STRIPING SERVICE AND SUPPLY, INC.

Title: President

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

STRIPE-A-ZONE, INC.

By: \_\_\_\_\_\_ Name: David K. Sargent

Title: President

STRIPING SERVICE AND SUPPLY, INC.

Name: Jeff Low

Title: President

# SCHEDULE A TO $\label{eq:constraint} \text{GRANT OF TRADEMARK SECURITY INTEREST}$

# Trademark Registrations

Owner/Grantor	Trademark	Application No. Filing Date	Registration No. Registration Date
Stripe-A-Zone, Inc.	STRIPE-A-ZONE	77705557 02-APR-2009	3820272 20-JUL-2010
Stripe-A-Zone, Inc.	PAVEMENT MARKING SPECIALISTS	77705595 02-APR-2009	3820273 20-JUL-2010

# **Trademark Applications**

Owner/Grantorv2: weil	Trademark	Application No. Filing Date
Striping Service and Supply, Inc.	STRIPING SERVICE AND SUPPLY	88824148 06-MAR-2020
Striping Service and Supply, Inc.	YOUR TRUSTED SOURCE FOR ALL THINGS TRAFFIC SAFETY	88824244 06-MAR-2020

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**RECORDED: 07/31/2020**