

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM607316

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Associated Asphalt Marketing, LLC		11/05/2020	Limited Liability Company: DELAWARE
Associated Asphalt Partners, LLC		11/05/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6027865	PAVING THE WAY FORWARD	
<b>Registration Number:</b>	5898127	STELLARSHIELD	
<b>Registration Number:</b>	5892237	AAXL-IV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066006		
<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>			
<b>Phone:</b>	212-806-5400		
<b>Email:</b>	mvillarin@stroock.com, jmann@stroock.com		
<b>Correspondent Name:</b>	STROOCK & STROOCK & LAVAN LLP		
<b>Address Line 1:</b>	180 MAIDEN LANE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10038		
<b>ATTORNEY DOCKET NUMBER:</b>	526639/0033		
<b>NAME OF SUBMITTER:</b>	Jeffrey Mann		
<b>SIGNATURE:</b>	/Jeffrey Mann/		
<b>DATE SIGNED:</b>	11/06/2020		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated November 5, 2020, is made by Associated Asphalt Marketing, LLC, a Delaware limited liability company, and Associated Asphalt Partners, LLC, a Delaware limited liability company, (each, a “**Grantor**”, and collectively, the “**Grantors**”) in favor of Wilmington Trust, National Association, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Road Holdings III, L.L.C., a Delaware limited liability company, Associated Asphalt Partners, LLC, a Delaware limited liability company and Blue Ridge Asphalt II, LLC, a Delaware corporation, have entered into a Credit Agreement dated as of April 5, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the other Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch (the “**Original Collateral Agent**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement dated April 5, 2017 made by the Grantors, among others, to the Original Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement by and among the Original Collateral Agent as resigning agent and the Collateral Agent, as succeeding agent, among other parties, Original Collateral Agent assigned and transferred to Collateral Agent its rights, powers, privileges and duties under the Loan Documents (including, without limitation, its Liens and security interests in the Collateral);

WHEREAS the Original Collateral Agent and the Collateral Agent entered into that certain Assignment and Assumption Of Intellectual Property Security Agreement dated November 5, 2020 (“**Effective Date**”) pursuant to which all of the Original Collateral Agent’s rights under the Credit Agreement and Security Agreement were assigned to the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “**Collateral**”):

- (i) all patents and patent applications, including, without limitation, the patent and patent applications set forth in Schedule A hereto;

(ii) all trademark and service mark registrations and applications, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark 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 or service mark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. In the event of a conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall control. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of law principles thereof that would result in the application of any other law.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


**ASSOCIATED ASPHALT MARKETING, LLC**  
**ASSOCIATED ASPHALT PARTNERS, LLC**

By:  \_\_\_\_\_

Name: Steven M. Scro

Title: Chief Financial Officer, Vice President and  
Treasurer

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Jeffery Rose  
Title: Vice President

**Schedule A**

Title	Application No. Application Date	Patent No. Issue Date	Comments
Fuel-resistant liquid asphalt binders and methods of making the same	15640689 2017-07-03	10066106 2018-09-04	Owner: Associated Asphalt Marketing, LLC



**Schedule B**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Owner</b>
1	<u>88604422</u>	<u>6027865</u>	<u>PAVING THE WAY FORWARD</u>	Associated Asphalt Partners, LLC
2	<u>87920487</u>	<u>5898127</u>	<u>STELLARSHIELD</u>	Associated Asphalt Marketing, LLC
3	<u>87921253</u>	<u>5892237</u>	<u>AAXL-IV</u>	Associated Asphalt Marketing, LLC