

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunland Asphalt & Construction, LLC		01/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Agent		
Street Address:	c/o Oaktree Capital Management, L.P., 333 South Grand Ave., 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5960944	SUNLAND ASPHALT	
Registration Number:	4360932	SUNLAND ASPHALT	
Registration Number:	4360930	SUNLAND ASPHALT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	01/14/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2021 (this “Security Agreement”), is made by Sunland Asphalt & Construction, LLC, a Delaware limited liability company (the “Grantor”), in favor of Oaktree Fund Administration, LLC, as agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Loan and Security Agreement referred to below).

WHEREAS, the Grantor, the Guarantors (as defined in the Loan and Security Agreement referred to below), the Lenders and the Agent have entered into that certain Loan and Security Agreement, dated as of January 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), in favor of the Agent for the benefit of the Lenders; and

WHEREAS, the Loan and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan and Security Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges and grants to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a security interest in, all of its right, title and interest in, to and under the following Collateral now owned or at any time hereinafter acquired by Grantor, or in which Grantor now has or at any time in the future may acquire any right, title and interest in, to and under (the “Trademark Collateral”):

- (i) all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, including, without limitation, those registered trademarks and applications to register trademarks referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill connected with and symbolized by the foregoing; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that the foregoing grant of security interest will not cover any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would impair the validity, registrability, or enforceability of such intent-to-use trademark application under applicable federal law or any trademark registration that issues therefrom.

Section 3 Loan and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and

remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Security Agreement and the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

Section 4 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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

GRANTOR:

SUNLAND ASPHALT & CONSTRUCTION, LLC

Brian Rassel

By: _____

Name: Brian Rassel

Title: Vice President

Acknowledged and Agreed to as of the date hereof:

AGENT:

OAKTREE FUND ADMINISTRATION, LLC

By: _____

Name:

Title:

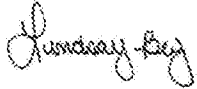
[Signature Page to Trademark Security Agreement]

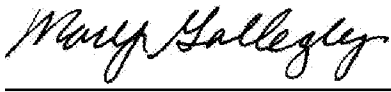
**TRADEMARK
REEL: 007162 FRAME: 0046**

Acknowledged and Agreed to as of the date hereof:

AGENT:

OAKTREE FUND ADMINISTRATION, LLC

By: 
Name: Lindsay Berz
Title: Senior Vice President

By: 
Name: Mary Gallegly
Title: Senior Vice President

SCHEDULE I

Trademarks

1. I. REGISTERED TRADEMARKS

Owner	Registrant	Jurisdiction	Registration Number	Date of Registration
Sunland Asphalt & Construction, Inc.	Sunland Asphalt & Construction, Inc.	U.S.	Reg. No. 5960944	January 14, 2020
Sunland Asphalt & Construction, Inc.	Sunland, Inc. – Asphalt & Sealcoating Corporation	U.S.	Reg. No. 4360932	July 2, 2013
Sunland Asphalt & Construction, Inc.	Sunland, Inc. – Asphalt & Sealcoating Corporation	U.S.	Reg. No. 4360930	July 2, 2013

2. II. TRADEMARK APPLICATIONS

None.