

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636665

<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>
Ace Asphalt of Arizona, Inc.		04/02/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oaktree Fund Administration, LLC, as agent		
<b>Street Address:</b>	333 South Grand Ave, 28th FL		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	99071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2649271	ACE ASPHALT	
<b>Registration Number:</b>	2830103	ACE ASPHALT	
<b>Registration Number:</b>	3639289	WE'RE ON IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122305199		
<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>	212-318-6518		
<b>Email:</b>	terrenceboyle@paulhastings.com		
<b>Correspondent Name:</b>	Terrence G. Boyle		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Terrence G. Boyle		
<b>SIGNATURE:</b>	/s/ Terrence G. Boyle		
<b>DATE SIGNED:</b>	04/02/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 2, 2021 (this “Security Agreement”), is made by Ace Asphalt of Arizona, Inc., a Delaware corporation (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**, Sunland Asphalt, LLC, a Delaware limited liability company, 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:**

**ACE ASPHALT OF ARIZONA, INC.**

DocuSigned by:  
*Brian Russel*  
By: \_\_\_\_\_  
Name: Brian Russel  
Title: Vice President

Acknowledged and Agreed to as of the date hereof:

**AGENT:**

**OAKTREE FUND ADMINISTRATION, LLC**

By: \_\_\_\_\_  
Name:  
Title:

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:**

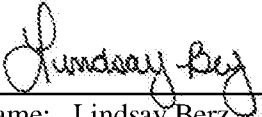
**ACE ASPHALT OF ARIZONA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as of the date hereof:


**AGENT:**

**OAKTREE FUND ADMINISTRATION, LLC**

By:  \_\_\_\_\_  
Name: Lindsay Berz  
Title: Managing Director

**Schedule I  
Trademarks**

Trademarks:

Mark	Registration No.	Registration Date
ACE ASPHALT	2,649,271	Nov. 12, 2002
	2,830,103	April 6, 2004
WE'RE ON IT	3,639,289	June 16, 2009
ACE ASPHALT and Design	AZ 45551	Dec. 4, 2001