

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM658990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trinity Industries, Inc.		06/18/2021	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Trinity Highway Products, LLC
<b>Street Address:</b>	15601 Dallas Parkway
<b>Internal Address:</b>	Addison Circle One
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75001
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2504547	ADIEM
Registration Number:	2507155	CAT
Registration Number:	1548853	CAT
Registration Number:	2553809	ET PLUS
Registration Number:	2487002	HBA
Registration Number:	2789631	KING BLOCK
Registration Number:	2784909	KING SIZE KING BLOCK
Registration Number:	2316112	T
Registration Number:	2328131	MPS 350
Registration Number:	4195776	POZ-LOC
Registration Number:	4298667	SOFTSTOP
Registration Number:	2815342	SRT-350
Registration Number:	2418125	TRACC
Registration Number:	2558497	WY-BET

**CORRESPONDENCE DATA**

Fax Number: 2146614899

*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.*

**TRADEMARK**

**Phone:** 214.953.6500  
**Email:** daltmdept@bakerbotts.com  
**Correspondent Name:** Cecily Porterfield, Baker Botts L.L.P.  
**Address Line 1:** 2001 Ross Avenue  
**Address Line 2:** Suite 900  
**Address Line 4:** Dallas, TEXAS 75201-2900

**ATTORNEY DOCKET NUMBER:** 091078.2310

**NAME OF SUBMITTER:** Cecily Porterfield

**SIGNATURE:** /Cecily Porterfield/

**DATE SIGNED:** 07/09/2021

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter “**Assignment**”) is made and entered into effective as of the last date of the signatures below (the “**Effective Date**”), by and between Trinity Industries, Inc. (“**Assignor**”), and Trinity Highway Products, LLC (“**Assignee**”).

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the names, marks, trademarks, service marks, trade names, logo(s), and/or designs set forth in the attached “Exhibit A”, the trademark applications and registrations therefore identified in Exhibit A, in connection with the various goods/services set forth in such applications and registrations and as used at common law, together with the goodwill of the business symbolized thereby (hereinafter, collectively the “**Marks**”); and

**WHEREAS**, Assignor desires to assign to Assignee all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith; and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith from Assignor; and

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over, and conveys to Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor’s entire worldwide and universal rights, title and interest in and to the Marks, including, but not limited to, the registrations and applications therefor which are identified in Exhibit A attached hereto, together with the goodwill of the business symbolized by such Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee’s successors, assigns, subsidiaries, or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks, and Assignor’s right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to the Marks prior to and following the effective date of this Assignment. Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past, present and/or future infringement, unfair competition, dilution, or any other violation or unlawful act relating to the Marks, if any.
2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and

transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without any further consideration.

- 3. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

ASSIGNOR

By: DocuSigned by: Sarah Teachout  
 Sarah R. Teachout  
 Executive Vice President, Chief  
 Legal Officer and Asst. Secretary

Date: 6/18/2021

ASSIGNEE

By: DocuSigned by: John M. Lee  
 John M. Lee  
 Vice President and Treasurer

Date: 6/18/2021

EXHIBIT A  
TRADEMARKS

Mark	Country	Serial No.	Registration Number	Date filed	Goods & Services
ADIEM	USA	76204510	2504547	2/1/2001	19 - Highway Safety devices comprised of vehicle energy absorbing systems, namely, crushable concrete crash cushions
CAT	USA	76235178	2507155	4/3/2001	6 - Vehicle attenuating terminals, namely a system comprised of metal members at the end of a guardrail.
CAT (& design)	USA	73743364	1548853	8/1/1988	6 - Vehicle energy absorbing systems, namely crash attenuating terminal system comprised of metal members
ET PLUS	USA	76014984	2553809	3/31/2000	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, namely, crash attenuator terminals.
ET-PLUS	Australia	1040587	1040587	2/4/2005	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, including crash attenuator terminals.
ET-SS	Australia	2023379		7/16/2019	6 - Crash barriers of metal for roads; barrier apparatus (metal structures); articles made of metallic materials for defining barriers; metal barrier; highway safety equipment, namely, guardrail end terminals made of metal
EURO-ET BY TRINITY	European Community	4271541	4271541	5/3/2005	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, namely, crash attenuator terminals.
HBA	USA	75903070	2487002	1/26/2000	6 - Highway safety equipment, namely breakaway post for use on highway barriers, end terminals and crash cushions
KING BLOCK	USA	76426291	2789631	6/26/2002	17 - Highway safety products, namely, elastomeric and polymeric spacer blocks for use in highway guardrail installations
KING SIZE KING BLOCK	USA	76426289	2784909	6/26/2002	17 - Highway safety products, namely, elastomeric and polymeric spacer blocks for use in highway guardrail installations
MISC. DESIGN (T LOGO)	USA	75587194	2316112	11/12/1998	6 - Highway guardrails and highway safety systems, namely, truck mounted and non-truck mounted attenuated metal highway crash barriers.

MPS 350	New Zealand	640045	640045	6/21/2001	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, including crash attenuators
MPS 350	USA	75518432	2328131	7/14/1998	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, namely, crash attenuator
POZ-LOC	USA	85/369479	4195776	7/12/2011	6 - Traffic safety equipment, namely, sign posts made of metal
SMT	Canada	1985643		9/18/2019	6 - Vehicle mounted motor vehicle crash attenuators; truck mounted attenuators
SMT	USA	88346637	6086646	3/19/2019	6 - Vehicle mounted motor vehicle crash attenuators; truck mounted attenuators
SOFTSTOP	Brazil	917880170	917880170	8/2/2019	6 - Highway safety equipment, namely, guardrail end terminals made of metal; Crash barriers of metal for roads; Barrier apparatus (metal structures); Articles made of metallic materials for defining barriers; Metal barriers.
SOFTSTOP	Madrid: Bahrain	A0088935		8/22/2019	6 - Highway safety products, namely, guardrail end terminals made of metal
SOFTSTOP	Madrid: Canada	A0088935		8/22/2019	6 - Highway safety products, namely, guardrail end terminals made of metal
SOFTSTOP	Madrid: Mexico	A0088935		8/22/2019	6 - Highway safety products, namely, guardrail end terminals made of metal
SOFTSTOP	Madrid: New Zealand	A0088935 (1489759)	1131467	8/22/2019	6 - Highway safety products, namely, guardrail end terminals made of metal
SOFTSTOP	Madrid: Oman	A0088935		8/22/2019	6 - Highway safety products, namely, guardrail end terminals made of metal
SOFTSTOP	Uruguay	506856		8/5/2019	6 - Highway safety products, namely, guardrail end terminals made of metal
SOFTSTOP	USA	85/217936	4298667	1/14/2011	6 - Highway safety products, namely, guardrail end terminals made of metal
SRT-350	USA	76165471	2815342	11/14/2000	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, namely, crash attenuator guardrail terminals.
TRACC	Australia	867473	867473	2/27/2001	6 - Highway safety devices consisting of vehicle energy absorbing systems including metal crash cushions
TRACC	Brunei Darussalam	33937	33937	3/17/2001	6 - Highway safety devices consisting of vehicle energy absorbing systems, namely, metal crash cushions

TRACC	Europe	1763325	001763325	7/18/2000	6 - Highway safety devices consisting of vehicle energy absorbing systems, namely, metal crash cushions
TRACC	New Zealand	640046	640046	6/21/2001	6 - Highway safety devices consisting of vehicle energy absorbing systems, including metal crash cushions
TRACC	Singapore	02651/01	T01/02651B	2/28/2001	6 - Highway safety devices consisting of vehicle energy absorbing systems, namely metal crash cushions.
TRACC	Taiwan	90028771	01022271	7/12/2001	6 - Highway safety devices consisting of vehicle energy absorbing systems, namely, metal crash cushions
TRACC	USA	75574321	2418125	10/21/1998	6 - Highway safety devices consisting of vehicle energy absorbing systems, namely metal crash cushions.
WY-BET	USA	76-204732	2558497	2/1/2001	6 - Metal highway safety devices comprised of vehicle energy absorbing systems, namely, crash attenuator terminals