

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Highway Products, LLC		12/31/2021	Limited Liability Company: DELAWARE
Energy Absorption Systems, Inc.		12/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as the Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	3877418	ACZ-350
Registration Number:	2504547	ADIEM
Registration Number:	4861004	AEROCADDE
Registration Number:	5110098	AHEAD OF THE CURVE
Registration Number:	2508884	ALPHA 70K TMA
Registration Number:	3213902	BARRACUDA
Registration Number:	1861513	BARRIERGATE
Registration Number:	1685732	BRAKEMASTER
Registration Number:	4421807	CASS
Registration Number:	2507155	CAT
Registration Number:	1548853	CAT
Registration Number:	2465358	DURA-POST
Registration Number:	1766660	DURASHELL
Registration Number:	2701011	EASI-CELL
Registration Number:	1043547	ENERGITE
Registration Number:	1045858	ENERGY ABSORPTION SYSTEMS, INC.
Registration Number:	2553809	ET PLUS

CH \$1640.00 3877418

Property Type	Number	Word Mark
Registration Number:	2144487	FITCH UNIVERSAL MODULE
Registration Number:	2766342	FREEZEFREE
Registration Number:	1126712	G-R-E-A-T
Registration Number:	4838548	GUIDE LITE
Registration Number:	1791348	
Registration Number:	4998989	HARP
Registration Number:	2487002	HBA
Registration Number:	1366317	HEX-FOAM
Registration Number:	2789631	KING BLOCK
Registration Number:	2784909	KING SIZE KING BLOCK
Registration Number:	2973095	KONAPOST
Registration Number:	2602570	METROPOLITAN
Registration Number:	2316112	T
Registration Number:	1700568	MP-3
Registration Number:	2328131	MPS 350
Registration Number:	1997325	N-E-A-T
Registration Number:	4195776	POZ-LOC
Registration Number:	2062308	QUADGUARD
Registration Number:	2369286	QUADTREND
Registration Number:	3124818	QUEST
Registration Number:	6456176	REACT
Registration Number:	2199475	REACT 350
Registration Number:	2585145	REGENT
Registration Number:	2515707	RETRACTOR
Registration Number:	2183742	RUBBERTOUGH
Registration Number:	1186477	SAFE-HIT
Registration Number:	2394331	SAFE-STOP TMA
Registration Number:	5492458	SITEGUIDE
Registration Number:	6086646	SMT
Registration Number:	4298667	SOFTSTOP
Registration Number:	4491255	SQR-LOC
Registration Number:	2815342	SRT-350
Registration Number:	5525936	SS180
Registration Number:	3175400	SST
Registration Number:	2858466	STOPGATE
Registration Number:	4593771	SYTP
Registration Number:	2418125	TRACC
Registration Number:	4258399	TREND

Property Type	Number	Word Mark
Registration Number:	1800112	TRITON BARRIER
Registration Number:	3948945	TWISTER
Registration Number:	3613293	VORTEQ
Registration Number:	3197288	VULCAN
Registration Number:	2558497	WY-BET
Registration Number:	2563540	YODOCK
Serial Number:	88910824	CENTRA
Serial Number:	90691093	GUIDE LITE
Serial Number:	90129345	KING MASH COMPOSITE BLOCK
Serial Number:	90152436	SRT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.00393

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/05/2022

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 31, 2021 (this "Agreement"), is made by Trinity Highway Products, LLC, a Delaware limited liability company and Energy Absorption Systems, Inc., a Delaware corporation (each, a "Grantor", and collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, as the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Rush Hour Intermediate II, LLC, a Delaware limited liability company, as the Borrower, Rush Hour Intermediate I, LLC, a Delaware limited liability company, the Lenders from time to time party thereto, Goldman Sachs Bank USA, as the Administrative Agent and the Collateral Agent and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of December 31, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that are not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto (“Trademarks”); provided that, applications filed in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed by the United States Patent and Trademark Office, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such “intent to use” Trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

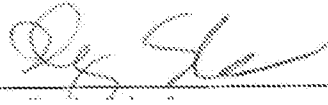
ENERGY ABSORPTION SYSTEMS, INC.,
as a Grantor

By: Mel Bartoul
Name: Mel Bartoul
Title: Secretary and Assistant Treasurer

TRINITY HIGHWAY PRODUCTS, LLC,
as a Grantor

By: Mel Bartoul
Name: Mel Bartoul
Title: Secretary

GOLDMAN SACHS BANK USA, as the
Collateral Agent

By: 

Name: Brady Schuck
Title: Authorized Person

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

Mark	Application Number	Application Date	Registration Number	Registration Date
ACZ-350	77567553	09/11/2008	3877418	11/16/2010
ADIEM	76204510	02/01/2001	2504547	11/6/2001
AEROCADÉ	86478262	12/11/2014	4861004	11/24/2015
AHEAD OF THE CURVE	86007992	07/11/2013	5110098	12/27/2016
ALPHA 70K TMA	75906542	1/31/2000	2508884	11/20/2001
BARRACUDA	78450713	10/04/2005	3213902	2/27/2007
BARRIERGATE	74351919	03/07/1994	1861513	11/1/1994
BRAKEMASTER	74008182	06/04/1991	1685732	5/5/1992
CASS	85881215	03/20/2013	4421807	10/22/2013
CAT	76235178	08/21/2001	2507155	11/13/2001
CAT (& design)	73743364	08/01/1988	1548853	7/25/1989
CENTRA (word mark only)	88910824	5/11/2020	N/A	N/A
DURA-POST	75897488	01/14/2000	2465358	7/3/2001
DURASHELL	74178942	06/24/1991	1766660	4/20/1993
EASI-CELL	76148648	10/16/2000	2701011	3/25/2003
ENERGITE	73050935	04/30/1975	1043547	7/13/1976
ENERGY ABSORPTION SYSTEMS, INC. and Design	73029372	08/12/1974	1045858	8/10/1976
ET PLUS	76014984	03/31/2000	2553809	3/26/2002
FITCH UNIVERSAL MODULE	75247916	02/26/1997	2144487	3/17/1998
FREEZEFREE	76396352	04/16/2002	2766342	9/23/2003
G-R-E-A-T	73183318	08/24/1978	1126712	11/13/1979
GUIDE LITE	86134605	12/04/2013	4838548	10/20/2015
GUIDE LITE	90691093	5/5/2021	N/A	N/A
GUIDEPOST SHAPE DESIGN	74275521	05/14/1992	1791348	9/7/1993
HARP	86422882	10/14/2014	4998989	7/12/2016
HBA	75903070	01/26/2000	2487002	9/11/2001

Mark	Application Number	Application Date	Registration Number	Registration Date
HEX-FOAM	73498777	09/10/1984	1366317	10/22/1985
KING BLOCK	76426291	06/26/2002	2789631	12/2/2003
KING MASH COMPOSITE BLOCK	90129345	8/21/2020	N/A	N/A
KING SIZE KING BLOCK	76426289	06/26/2002	2784909	11/18/2003
KONAPOST	78226838	03/18/2003	2973095	7/19/2005
METROPOLITAN	76181006	12/14/2000	2602570	7/30/2002
MISC. DESIGN (T LOGO) T inside a Triangle	75587194	11/12/1998	2316112	2/8/2000
MP-3	74162021	04/29/1991	1700568	7/14/1992
MPS 350	75518432	07/14/1998	2328131	3/14/2000
N-E-A-T	74478687	01/12/1994	1997325	8/27/1996
POZ-LOC	85369479	07/12/2011	4195776	8/21/2012
QUADGUARD	75045354	01/18/1996	2062308	5/13/1997
QUADTREND	75508013	06/24/1998	2369286	7/18/2000
QUEST	78558743	02/02/2005	3124818	8/1/2006
REACT	6456176	8/17/2021	N/A	N/A
REACT 350	75279049	04/22/1997	2199475	10/27/1998
REGENT	76289066	07/23/2001	2585145	6/25/2002
RETRACTOR	75630718	01/29/1999	2515707	12/4/2001
RUBBERTOUGH	75293714	05/19/1997	2183742	8/25/1998
SAFE-HIT	73242049	12/10/1979	1186477	1/19/1982
SAFE-STOP TMA	75716670	05/28/1999	2394331	10/10/2000
SITEGUIDE	86469891	12/03/2014	5492458	6/12/2018
SMT	88346637	03/19/2019	6086646	6/23/2020
SOFTSTOP	85217936	01/14/2011	4298667	3/5/2013
SQR-LOC (& design)	86044050	08/21/2013	4491255	3/4/2014
SRT	90152436	9/1/2020	N/A	N/A
SRT-350	76165471	11/14/2000	2815342	2/17/2004
SS180	87460406	05/23/2017	5525936	7/24/2018
SST	78626296	05/10/2005	3175400	11/21/2006
STOPGATE	76404192	05/06/2002	2858466	6/29/2004

Mark	Application Number	Application Date	Registration Number	Registration Date
SYTP	85881377	03/20/2013	4593771	8/26/2014
TRACC	75574321	10/21/1998	2418125	1/2/2001
TREND	85289194	04/07/2011	4258399	12/11/2012
TRITON BARRIER	74317522	09/24/1992	1800112	10/19/1993
TWISTER	77930668	02/08/2010	3948945	4/19/2011
VORTEQ	77328247	11/13/2007	3613293	4/28/2009
VULCAN	78379379	03/05/2004	3197288	1/9/2007
WY-BET	76204732	02/01/2001	2558497	4/9/2002
YODOCK	76229011	03/22/2001	2563540	4/23/2002

#4857-3783-2968

RECORDED: 01/05/2022

TRADEMARK
REEL: 007519 FRAME: 0713