

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rose Paving, LLC		04/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Old National Bank, as successor by merger to First Midwest Bank, as Agent		
Street Address:	8750 West Bryn Mawr, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5057460	ROSE PAVING	
Registration Number:	4963223	ROSE PAVING CO.	
Registration Number:	4936589	BEYOND PAVING. BEYOND EXPECTATIONS	
Registration Number:	5038274	GREEN PAVING SOLUTIONS	
Registration Number:	5086068	GREEN PAVING SOLUTIONS	
Serial Number:	97170831	GREEN PAVING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	04/29/2022		

OP \$165.00 5057460

Total Attachments: 10

source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page1.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page2.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page3.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page4.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page5.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page6.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page7.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page8.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page9.tif
source=Amended and Restated Confirmatory Grant of Security Interest in IP (Rose Paving)#page10.tif

**AMENDED AND RESTATED CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”), dated as of April 29, 2022, is made by **ROSE PAVING, LLC**, a Delaware limited liability company (“**Rose**”; and together with any other borrower joined to the Loan Agreement (as defined below) from time to time, individually and collectively, “**Borrower**”), in favor of **OLD NATIONAL BANK**, as successor by merger to First Midwest Bank, in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “**Agent**”).

RECITALS

WHEREAS, Borrower, Rose Paving Holdco, Inc., Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Amended and Restated Loan and Security Agreement and Guaranty dated as of August 28, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lenders to make certain loans to Borrower, and (ii) for the grant by Borrower to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted);

WHEREAS, Borrower, certain of Borrower’s former Affiliates, and Agent are party to that certain Confirmatory Grant of Security Interest in Intellectual Property dated as of August 28, 2020 (as amended or modified through the date hereof, the “**Original Confirmatory Grant**”), and the parties hereto desire to amend and restate such Original Confirmatory Grant; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Liabilities**”), Borrower hereby grants to Agent, on behalf of and for the benefit of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Loan Agreement) in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent’s security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies

of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower; and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND


GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

11. Amendment and Restatement of Original Confirmatory Grant. On the date hereof (the “**Restatement Date**”), the Original Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the “Liabilities” (as defined in the Original Confirmatory Grant) under the Original Confirmatory Grant as in effect prior to the Restatement Date; and (b) such “Liabilities” are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Loan Agreement. Without limitation of the foregoing, Borrower hereby fully and unconditionally ratifies and affirms the Original Confirmatory Grant, as amended, and agrees that all security interests and other liens granted to Agent (for the benefit of itself and the Lenders) in the collateral thereunder shall from and after the date hereof secure all Liabilities hereunder in favor of Agent (for the benefit of itself and the Lenders). Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of Borrower contained in the Original Confirmatory Grant, Borrower acknowledges and agrees that any choses in action or other rights created in favor of Agent and Lenders and their successors and assigns arising out of the representations and warranties of Borrower contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Agent. All indemnification obligations of Borrower pursuant to the Original Confirmatory Grant shall survive the amendment and restatement of the Original Confirmatory Grant pursuant to this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

ROSE PAVING, LLC

By: 
Name: Edward R. Campbell
Its: Chief Executive Officer

Agreed and Accepted:

OLD NATIONAL BANK, a national banking association (as successor-by-merger to First Midwest Bank, an Illinois banking corporation), as Agent

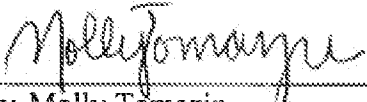
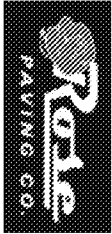
By: 
Name: Molly Tomazin
Its: Vice President

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

Owner	Mark	Registration/ Serial #	Date of Registration	Status	Current Renewal Date	Related Goods
Rose Paving, LLC	ROSE PAVING	5057460/86748347	October 11, 2016	Active	October 11, 2025 – October 11, 2026	Pavement maintenance services for commercial and industrial properties
Rose Paving, LLC		4963223/86748182	May 24, 2016	Active	May 24, 2025-May 24, 2026	Pavement maintenance services for commercial and industrial properties.
Rose Paving, LLC	BYOND PAVING. BEYOND EXPECTATIONS	4936589/86747159	April 12, 2016	Active	April 12, 2025-April 12, 2026	Pavement maintenance services for commercial and industrial properties.
Rose Paving, LLC	GREEN PAVING SOLUTIONS	5038274/87056136	September 6, 2016	Active	September 6, 2021 – September 6, 2022	Pavement maintenance services that are environmentally friendly for commercial, residential and industrial properties.


<p>Rose Paving, LLC</p>		<p>5086068/86967034</p>	<p>November 22, 2016</p>	<p>Active</p>	<p>November 22, 2025 – November 22, 2026</p>	<p>Pavement maintenance services that are environmentally friendly for commercial, residential and industrial properties.</p>
<p>Rose Paving, LLC</p>	<p>GREEN PAVING SOLUTIONS</p>	<p>Pending/97170831 (Principal Register)</p>	<p>December 14, 2021</p>	<p>Awaiting Examiner Review</p>	<p>Awaiting Examiner Review</p>	<p>Pavement maintenance services that are environmentally friendly for commercial, residential and industrial properties.</p>

EXHIBIT C

COPYRIGHTS

Copyright	Registration Number	Jurisdiction of Registration	Registration Date	Renewal Date
www.RosePaving.com	TX0007902406	United States	April 1, 2014	N/A