

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rose Paving, LLC		11/07/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audax Private Debt LLC, as Collateral Agent		
<b>Street Address:</b>	101 Huntington Avenue, 25th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5038274	GREEN PAVING SOLUTIONS	
<b>Registration Number:</b>	5086068	GREEN PAVING SOLUTIONS	
<b>Registration Number:</b>	4963223	ROSE PAVING CO.	
<b>Registration Number:</b>	5057460	ROSE PAVING	
<b>Registration Number:</b>	4936589	BEYOND PAVING. BEYOND EXPECTATIONS	
<b>Serial Number:</b>	97170831	GREEN PAVING SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	11/08/2022		

OP \$165.00 5038274

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Rose Paving, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 7, 2022

- Assignment
- Security Agreement
- Other Security Agreement (Second Lien)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Audax Private Debt LLC, as Collateral Agent

Street Address: 101 Huntington Avenue, 25th Floor

City: Boston

State: MA

Country: USA Zip: 02199

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Company - Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
see attached Schedule A

B. Trademark Registration No.(s)  
see attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 02720.0193 (2L)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Doris Ka

Signature

November 7, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS CREATED BY THIS TRADEMARK SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 7, 2022, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), BY AND BETWEEN TWIN BROOK CAPITAL PARTNERS, LLC, AS FIRST LIEN AGENT, AND AUDAX PRIVATE DEBT LLC, AS SECOND LIEN COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of November 7, 2022, by Rose Paving, LLC, a Delaware limited liability company ("**Grantor**"), in favor of Audax Private Debt LLC, in its capacity as Collateral Agent for the Holders (each as defined in the Note Purchase Agreement referenced below) (in such capacity, "**Grantee**"):

**W I T N E S S E T H**

WHEREAS, Grantor, the financial institutions from time to time party thereto as Holders and Grantee have entered into that certain Second Lien Note Purchase Agreement dated as of November 7, 2022, by and among, RPI Parent Inc. (on the Closing Date and prior to the Issuer Assumption, the initial issuer and an Issuer, and after giving effect to the Issuer Assumption, as holdings), Rose Paving Holdco, Inc., a Delaware corporation, Grantor, (after consummation of the Closing Date Acquisition, as an Issuer and as the administrative issuer), the other Issuers and Note Parties party thereto from time to time, the Holders party thereto from time to time, and Audax Private Debt LLC, as Collateral Agent for the Holders (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), pursuant to which the Holders have severally agreed, subject to the terms and conditions thereof, to purchase Notes of the Issuers (collectively, the "**Notes**").

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of November 7, 2022, by and among Grantee, Grantor and the other Note Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of the Holders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Second Lien Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Note Purchase Agreement and Second Lien Guarantee and Collateral Agreement. The representations and warranties contained in the Note Purchase Agreement and the Second Lien Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Second Lien Guarantee and Collateral Agreement or the Note Purchase Agreement, as applicable. In the event of a conflict between a provision of the Second Lien Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Second Lien Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Grantee, for the benefit of the Holders, and hereby reaffirms its prior grant pursuant to the Second Lien Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

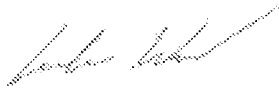
4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ROSE PAVING, LLC**, a Delaware limited liability company

By:   
Name: Gabriel Wood  
Title: Authorized Representative

Agreed and accepted as of  
the date first written above:

**AUDAX PRIVATE DEBT LLC**, as Collateral Agent

By:   
Name: Blake Loweth  
Title: Authorized Person



**SCHEDULE A**

**Trademark Registrations**

<b>Grantor</b>	<b>Trademark Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
Rose Paving, LLC	GREEN PAVING SOLUTIONS	5038274	9/6/16
Rose Paving, LLC	GREEN PAVING SOLUTIONS	5086068	11/22/16
Rose Paving, LLC	ROSE PAVING CO.	4963223	5/24/16
Rose Paving, LLC	ROSE PAVING	5057460	10/11/16
Rose Paving, LLC	BEYOND PAVING. BEYOND EXPECTATIONS	4936589	4/12/16

**Trademark Applications**

<b>Grantor</b>	<b>Trademark Name</b>	<b>Application Number</b>	<b>Application Date</b>
Rose Paving, LLC	GREEN PAVING SOLUTIONS	97170831	12/14/21