

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM791565

<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>
PRI Construction Materials Technologies, LLC		03/02/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Administrative Agent		
<b>Street Address:</b>	615 South College Street, Suite 600		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5832748	PRI VALIDATION PROGRAM	
<b>Registration Number:</b>	4300484	PRI	
<b>Registration Number:</b>	2155438	PRI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher		
<b>SIGNATURE:</b>	/s/ Terry L. Witcher		
<b>DATE SIGNED:</b>	03/03/2023		
<b>Total Attachments: 5</b>			
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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF SECURITY INTEREST IN TRADEMARK (this "Trademark Security Agreement"), dated as of March 2, 2023, is made by each of the entities listed on the signature pages hereof as a "Grantor" (each a "Grantor" and, collectively, the "Grantors"), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 23, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by OSP Rita Intermediate Holdings 2 LLC, a Delaware limited liability company ("Holdings"), Royal Holdco Corporation, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Regions Bank, as Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 23, 2021 in favor of the Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or hereafter existing) of such Grantor, hereby pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 Collateral of such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral");

all of its United States Trademarks, including, without limitation, those referred to on Schedule 1 hereto, together with all goodwill associated therewith;

all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark 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. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

Section 5. Recordation. Each Grantor authorizes the Applicable IP Office and any other government officials to record and register this Trademark Security Agreement upon request by the Borrower.

Section 6. Governing Law. This Trademark 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.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

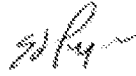
Section 8. Conflict with Other Agreements. In the event of any conflict between this Trademark Security Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**PRI CONSTRUCTION MATERIALS  
TECHNOLOGIES, LLC,**  
as Grantor



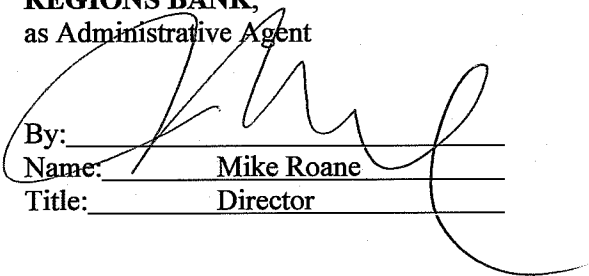
By: \_\_\_\_\_

Name: Edward Lyon

Title: Chief Executive Officer



ACKNOWLEDGED AND AGREED  
as of the date first above written:

**REGIONS BANK,**  
as Administrative Agent

By:   
Name: Mike Roane  
Title: Director

**Schedule 1**

Trademarks

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER</b>
	5832748	8/13/2019	PRI Construction Materials Technologies, LLC
	4300484	3/12/2013	PRI Construction Materials Technologies, LLC
PRI	2155438	5/5/1998	PRI Construction Materials Technologies, LLC