

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ennis Paint, Inc.		06/13/2016	Corporation: TEXAS
Flint Trading, Inc.		06/13/2016	Corporation: NORTH CAROLINA
Eberle Design, Inc.		06/13/2016	Corporation: ARIZONA
Reno A&E, LLC		06/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	2289933	PERMALINE	
Registration Number:	677591	CATATHERM	
Registration Number:	371240	LIFELINE	
Registration Number:	1261461	STIMSONITE	
Registration Number:	4000099	THERMO-QUIK	
Registration Number:	3743564	AQUALITE	
Registration Number:	3730331	ENNIS PAINT	
Registration Number:	1508744	DURA- STRIPE	
Registration Number:	2344045	HPS	
Registration Number:	3957978	ENNIS TRAFFIC SAFETY SOLUTIONS	
Registration Number:	3957979	ENNIS	
Registration Number:	4132102	ENNIS ONE STOP TRAFFIC SAFETY CENTER	
Registration Number:	4004194	CHROMAGRIP	
Registration Number:	4004195	CYCLEGRIP	
Registration Number:	4004196	COLOURBRIGHT	

CH \$1590.00 2289933

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4042269	ENNIS ONE STOP PERVO PAINT COMPANY TRAFF
Registration Number:	4132101	ENNIS TRAFFIC SAFETY CENTER ONE STOP
Registration Number:	4867254	ENNIS-FLINT
Registration Number:	4867253	ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS C
Registration Number:	3395603	ALL STRIPE
Registration Number:	3395602	ALL STRIPE
Registration Number:	4874570	ENNIS-FLINT
Registration Number:	4543669	ENNIS-FLINT
Registration Number:	4795382	ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS C
Registration Number:	4855844	ENNIS-FLINT
Registration Number:	1537404	PREMARK
Registration Number:	1990666	BUNDY
Registration Number:	2847377	TOPMARK
Registration Number:	2967972	DECOMARK
Registration Number:	3082420	VIZIGRIP
Registration Number:	3182704	FLINT TRADING INC.
Registration Number:	3076615	PREMARK
Registration Number:	3455380	SUPERBUNDY
Registration Number:	3366886	AIRMARK
Registration Number:	3480642	HOTTAPE
Registration Number:	3376094	FLINT 2000 EX
Registration Number:	3761909	TRAFFICPATTERNS
Registration Number:	4046515	FLAMETAPE
Registration Number:	4046516	THERMALINE
Registration Number:	4302099	TRAFFICSCAPES
Registration Number:	4302100	TRAFFICPATTERNSXD
Registration Number:	4302101	TRAFFICPATTERNSLT
Registration Number:	3872109	DURATHERM
Registration Number:	4662561	STREETHEAT
Registration Number:	4115900	IPACK
Registration Number:	4720134	DA-100
Registration Number:	4342712	SMARTMONITOR
Registration Number:	4335007	MONITORKEY
Registration Number:	4335008	LEDGUARD
Registration Number:	3098970	DEFLECTOMETER
Registration Number:	4720137	EBERLE GLANCE
Registration Number:	4000098	EVER-BRITE
Registration Number:	4045613	ENNIS TRAFFIC SAFETY SOLUTIONS

Property Type	Number	Word Mark
Registration Number:	2165150	RENO A & E
Registration Number:	2163273	RENO A&E
Registration Number:	1263502	965
Registration Number:	0599989	STIMSONITE
Registration Number:	3736189	IMPRINT
Registration Number:	3769633	CATA-QUIK
Serial Number:	86385451	ICITE
Serial Number:	76719195	THE MARK OF TRAFFIC SAFETY
Serial Number:	86728960	TRAFFICPATTERNSGF
Serial Number:	86385493	DA-DATA AGGREGATOR

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 06/14/2016

Total Attachments: 9

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EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of June 13, 2016 (this "Agreement"), among Ennis Paint, Inc., a Texas corporation, Flint Trading, Inc., a North Carolina corporation, Eberle Design, Inc., an Arizona corporation, Reno A&E, LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors") and Wilmington Trust, National Association, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Traffic Safety Intermediate LLC, a Delaware limited liability company ("Holdings"), Traffic Safety Merger Corp., a Delaware corporation ("Merger Sub" and, together with any assignee of, or successor by merger to, Merger Sub's rights and obligations thereunder after the Merger, Road Infrastructure Investment Holdings, Inc., a Delaware corporation (the "Borrower")), Wilmington Trust, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") and the Lenders party thereto., and (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only 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 under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ENNIS PAINT, INC., as Grantor
FLINT TRADING, INC., as Grantor

By R. Steven Vetter
Name: R. Steven Vetter
Title: Chief Executive Officer of each of the foregoing entities

EBERLE DESIGN, INC., as Grantor
RENO A&E, LLC, as Grantor

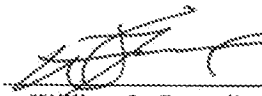
By _____
Name: William L. Russell
Title: President of each of the foregoing entities

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

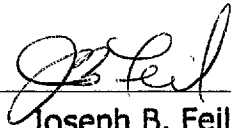
ENNIS PAINT, INC., as Grantor
FLINT TRADING, INC., as Grantor

By _____
Name: R. Steven Vetter
Title: Chief Executive Officer of each of the
foregoing entities

EBERLE DESIGN, INC., as Grantor
RENO A&E, LLC, as Grantor

By  _____
Name: William L. Russell
Title: President of each of the foregoing entities

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent


By 
Name: **Joseph B. Feil**
Title: **Vice President**

Schedule I to the
Second Lien Trademark Security Agreement

TRADEMARK COLLATERAL

Title	Serial No.	Filing Date	Registration No.	Registration Date	Owner
PERMALINE	75/442533	3/2/1998	2289933	11/2/1999	Ennis Paint, Inc.
CATATHERM	72/042828	12/23/1957	677591	4/28/1959	Ennis Paint, Inc.
LIFELINE and design	71/418612	4/22/1939	371240	9/19/1939	Ennis Paint, Inc.
STIMSONITE	73/387209	9/21/1982	1261461	12/20/1983	Ennis Paint, Inc.
THERMO-QUIK	76705931	1/7/2011	4000099	7/26/2011	Ennis Paint, Inc.
AQUALITE	76/698178	6/30/2009	3743564	2/2/2010	Ennis Paint, Inc.
ENNIS PAINT	76/696696	4/6/2009	3730331	12/29/2009	Ennis Paint, Inc.
DURA-STRIPE	73/712049	2/19/1988	1508744	10/18/1988	Ennis Paint, Inc.
HPS	75/445634	3/6/1998	2344045	4/18/2000	Ennis Paint, Inc.
ENNIS TRAFFIC SAFETY SOLUTIONS and global design	76/701097	1/6/2010	3957978	5/10/2011	Ennis Paint, Inc.
ENNIS and global design	76/701098	1/6/2010	3957979	5/10/2011	Ennis Paint, Inc.
ENNIS ONE STOP TRAFFIC SAFETY CENTER and design	76/706137	1/26/2011	4132102	4/24/2012	Ennis Paint, Inc.
CHROMAGRIP	76/706043	1/19/2011	4004194	8/2/2011	Ennis Paint, Inc.
CYCLEGRIP	76/706044	1/19/2011	4004195	8/2/2011	Ennis Paint, Inc.
COLOURBRIGHT	76/706045	1/19/2011	4004196	8/2/2011	Ennis Paint, Inc.
ENNIS ONE STOP PERVO PAINT COMPANY TRAFFIC SAFETY CENTER and design	76/706136	1/26/2011	4042269	10/18/2011	Ennis Paint, Inc.
ENNIS TRAFFIC SAFETY CENTER ONE STOP	76/706135	1/26/2011	4132101	4/24/2012	Ennis Paint, Inc.
ENNIS-FLINT and design (parent)	76/710679	2/22/2012	4867254	12/8/2015	Ennis Paint, Inc.

Title	Serial No.	Filing Date	Registration No.	Registration Date	Owner
ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS COMPANY and design (parent)	76/710678	2/22/2012	4867253	12/8/2015	Ennis Paint, Inc.
ALL STRIPE and design	77/132108	3/15/2007	3395603	3/11/2008	Ennis Paint, Inc.
ALL STRIPE	77/132063	3/15/2007	3395602	3/11/2008	Ennis Paint, Inc.
ENNIS-FLINT (Parent)	76/715715	1/24/2014	4874570	12/22/2015	Ennis Paint, Inc.
ENNIS-FLINT and design (child)	76/979272	2/22/2012	4543669	6/3/2014	Ennis Paint, Inc.
ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS COMPANY and design (child)	76/979273	2/22/2012	4795382	8/18/2015	Ennis Paint, Inc.
ENNIS-FLINT (Child)	76/978712	1/24/2014	4855844	11/17/2015	Ennis Paint, Inc.
THE MARK OF TRAFFIC SAFETY	76/719195	4/8/2016			Ennis Paint, Inc.
Premark and Design	73/702,725	12/24/1987	1,537,404	5/2/1989	Flint Trading, Inc.
Bundy	74/522,613	4/29/1994	1,990,666	8/6/1996	Flint Trading, Inc.
Topmark	76/522,816	6/16/2003	2,847,377	6/1/2004	Flint Trading, Inc.
Decomark	76/572,839	1/30/2004	2,967,972	7/12/2005	Flint Trading, Inc.
Vizigrip	78/616,806	4/26/2005	3,082,420	4/18/2006	Flint Trading, Inc.
Flint Trading, Inc.	78/613,543	4/21/2005	3,182,704	12/12/2006	Flint Trading, Inc.
Premark	78/607,169	4/12/2005	3,076,615	4/4/2006	Flint Trading, Inc.
Superbundy	78/757,998	11/21/2005	3,455,380	6/24/2008	Flint Trading, Inc.
Airmark	78/771,035	12/12/2005	3,366,886	1/8/2008	Flint Trading, Inc.
Hottape	78/824,453	2/27/2006	3,480,642	8/5/2008	Flint Trading, Inc.
Flint 2000 EX	78/958,492	8/23/2006	3,376,094	1/29/2008	Flint Trading, Inc.
TrafficPatterns	77/699,511	3/26/2009	3,761,909	3/16/2010	Flint Trading, Inc.
Flametape	85/098,684	8/3/2010	4,046,515	10/25/2011	Flint Trading, Inc.
Thermaline	85/098,755	8/3/2010	4,046,516	10/25/2011	Flint Trading, Inc.
Trafficscapes	85/354,045	6/23/2011	4,302,099	3/12/2013	Flint Trading, Inc.

Title	Serial No.	Filing Date	Registration No.	Registration Date	Owner
Trafficpatternsxd	85/354,057	6/23/2011	4,302,100	3/12/2013	Flint Trading, Inc.
Trafficpatternslt	85/354,068	6/23/2011	4,302,101	3/12/2013	Flint Trading, Inc.
Duratherm	77/821,810	9/8/2009	3,872,109	11/9/2010	Flint Trading, Inc.
Streetheat	86/253,843	4/16/2014	4,662,561	12/30/2014	Flint Trading, Inc.
Trafficpatternsgf	86/728,960	8/18/2015			Flint Trading, Inc.
DA-DATA AGGREGATOR	86385493	9/4/2014			Eberle Design, Inc
IPACK	85184261	11/24/2010	4115900	3/20/2012	Eberle Design, Inc
DA-100	86385398	9/4/2014	4720134	4/14/2015	Eberle Design, Inc.
SMARTMONITOR	85792129	11/30/2012	4342712	5/28/2013	Eberle Design, Inc.
MONITORKEY	85792162	11/30/2012	4335007	5/14/2013	Eberle Design, Inc.
LEDGUARD	85792213	11/30/2012	4335008	5/14/2013	Eberle Design, Inc.
DEFLECTOMETER	78370705	2/19/2004	3098970	5/30/2006	Eberle Design, Inc.
ICITE	86385451	9/4/2014			Eberle Design, Inc.
EBERLE GLANCE	86385418	9/4/2014	4720137	4/14/2015	Eberle Design, Inc.
EVER-BRITE	76705930	1/7/2011	4000098	7/26/2011	Ennis Paint, Inc.
ENNIS TRAFFIC SAFETY SOLUTIONS	76979182	4/2/2010	4045613	10/25/2011	Ennis Paint, Inc.
RENO A & E & Design 	75164678	9/12/1996	2165150	6/16/1998	Reno A&E, LLC
RENO A&E	75164273	9/11/1996	2163273	6/9/1998	Reno A&E, LLC
965	73387146	9/20/1982	1263502	1/10/1984	Ennis Paint, Inc.
STIMSONITE	71639748	12/19/1952	0599989	12/28/1954	Ennis Paint, Inc.

Title	Serial No.	Filing Date	Registration No.	Registration Date	Owner
IMPRINT	77689566	3/12/2009	3736189	1/12/2010	Ennis Paint, Inc.
CATA-QUIK	76698131	6/29/2009	3769633	4/6/2010	Ennis Paint, Inc.