

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		05/08/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	WORK AREA PROTECTION CORP.		
Street Address:	3912 Brumbaugh Road		
City:	New Enterprise		
State/Country:	PENNSYLVANIA		
Postal Code:	16664		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3354960	SMART CUSHION INNOVATIONS	
Registration Number:	3354961	SMART CUSHION	
Registration Number:	3994863	LANE CHANGER	
CORRESPONDENCE DATA			
Fax Number:	8669593484		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	38th Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	39310.150		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	05/08/2018		
Total Attachments: 4			

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of May 8, 2018 (the "Effective Date"), by Wells Fargo Bank, National Association, as Collateral Agent (the "Collateral Agent"), in favor of Work Area Protection Corp., an Illinois corporation (the "Grantor").

WHEREAS, New Enterprise Stone & Lie Co., Inc. a Delaware corporation ("NESL") and the Grantor have executed and delivered that certain Trademark Security Agreement dated as of March 12, 2018 (as may be amended, supplemented, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") to the Collateral Agent for recording with the United States Patent and Trademark Office ("USPTO");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 6289, Frame 0531 on March 12, 2018; and

WHEREAS, the Grantor is a subsidiary of NESL;

WHEREAS, NESL, Grantor, Work Area Protection Corp., Precision Solar Controls Inc., ASTI Transportation Systems, Inc., and Hill & Smith, Inc. (the "Buyer") are entering into that certain Asset Purchase Agreement dated as of the date hereof (the "APA"), pursuant to which, inter alia, the Grantor has agreed to sell to the Buyer certain assets including, but not limited to, the Specified Collateral (as defined below); and

WHEREAS, in connection with the APA, the Grantor has requested that the Secured Party release, discharge fully and reassign to the Grantor its interest in all Specified Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, now owned or hereafter arising or acquired from time to time by the Grantor, and reassigns same to Grantor, including, without limitation, all of Grantor's trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including those listed on Schedule I annexed hereto and made a part hereof, that are owned by Grantor, all registration and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby, and all rights of any kind whatsoever accruing under any of the foregoing (collectively, the "Specified Collateral").

Nothing herein shall be deemed to constitute a release or discharge of the Collateral Agent's security interest in and to any Trademark Collateral owned by NESL, which security interest remains in full force and effect as of the date hereof.

4. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York.

Except for the release of the Specified Collateral, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Trademark Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby.**

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IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 

Name: Yana Kislenco
Title: Vice President

Schedule I

Mark	Registration Number	Registration Date
Smart Cushion Innovations	3,354,960	12/18/07
Smart Cushion	3,354,961	12/18/07
Lane Changer	3,994,863	7/12/11