

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Work Area Protection Corp.		05/08/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Hill & Smith Inc.		
Street Address:	987 Buckeye Park Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43207		
Entity Type:	Corporation: DELAWARE		
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:	2025339099		
<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:	2024678800		
Email:	IPLaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	PO Box 2255 - IPLaw@Vorys		
Address Line 2:	Attn: Laura T. Geyer		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	059826-43		
NAME OF SUBMITTER:	Joan C. Makley		
SIGNATURE:	/Joan C. Makley/		
DATE SIGNED:	05/15/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated May 8, 2018, is entered into by and between Work Area Protection Corp., an Illinois corporation (“WAPCO”), ASTI Transportation Systems, Inc., a Delaware corporation (“ASTI”), Precision Solar Controls Inc., a Texas corporation (“Precision Solar”), and SCI Products, Inc., a Pennsylvania corporation (“SCI,” each, an “Assignor,” and, together with WAPCO, ASTI, and Precision Solar, collectively, the “Assignors”), and Hill & Smith Inc., a Delaware corporation (“Assignee”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated May 8, 2018, by and among the Assignors and Assignee and New Enterprise Stone & Lime Co., Inc., a Delaware corporation (the “Stockholder”), the Assignors have agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee all of the Assignors’ respective right, title and interest in, to and under all Intellectual Property owned by, in whole or in part, or licensed to any of the Assignors that is used, in whole or in part, in the Business as conducted on the date of the Purchase Agreement, including, without limitation, the Intellectual Property set forth on Schedule 1, Schedule 2, and Schedule 3, each attached hereto and incorporated herein (collectively, all of the foregoing, the “Acquired Intellectual Property”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement, and any rules of construction set forth in the Purchase Agreement shall apply to this IP Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. The Assignors hereby sell, convey, transfer, and irrevocably assign and deliver to Assignee, free and clear of all Encumbrances, all of the Assignors’ respective right, title and interest in, to and under the Acquired Intellectual Property, including, but not limited to all Business Intellectual Property (as defined in the Purchase Agreement), and rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations of any Acquired Intellectual Property, all in Assignee’s sole name. This IP Assignment is not an assignment of the Oracle Ordering Document and Oracle License and Services Agreement, effective on or about November 22, 2010, as amended, pursuant to which JD Edwards and other Software are provided, or of any written Software license agreement entered into and executed by Stockholder pursuant to which the license is granted solely to Stockholder.

FURTHER UNDERTAKINGS

2. (a) The Assignors shall cooperate with Assignee in any action Assignee reasonably requests that any of the Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or any of the Assignors' obligations hereunder, including the execution of any instruments and papers that are necessary to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property.

(b) The Assignors shall make all necessary arrangements with the current Registrar of the Internet domain names or any other Registrar to transfer to Assignee all of the right, title, and interest in and to the Internet domain names (set forth on Schedule 3), as necessary, to effectuate the transfer of the Internet domain names to Assignee. "Registrar" shall mean a company or organization accredited by the Internet Corporation for Assigned Names and Numbers to provide registration services for top-level internet domain names.

GENERAL

3. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter hereof. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignors or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

4. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of Section 8.1 of the Purchase Agreement.

5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

8. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two (2) counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this Intellectual Property Assignment Agreement to be duly executed on the date first above written.

ASSIGNOR:

Work Area Protection Corp.

By: 

Name: Paul I. Detwiler, III

Title: Vice President, Treasurer and Secretary

ASSIGNOR:

ASTI Transportation Systems, Inc.

By: 

Name: Paul I. Detwiler, III

Title: Vice President, Treasurer and Secretary

ASSIGNOR:

Precision Solar Controls Inc.

By: 

Name: Paul I. Detwiler, III

Title: Vice President, Treasurer and Secretary

ASSIGNOR:

SCI Products, Inc.

By: 

Name: Paul I. Detwiler, III


Title: Vice President, Treasurer and Secretary

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this Intellectual Property Assignment Agreement to be duly executed on the date first above written.

ASSIGNEE:

Hill & Smith Inc.

By: 
Name: Brian M. Hill
Title: President

SCHEDULE 1

Patents

Owner	Patent Description	Patent Number	Issue Date
Work Area Protection Corporation	Side Panel	US7,018,130 United States	03/28/2006
Work Area Protection Corporation	Apparatus For Exerting A Resisting Force	US7,070,031 United States	07/04/2006
Work Area Protection Corporation	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	US6,962,459 United States	11/08/2005
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	AU2004267412 Australia	3/31/2011
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	CA2477166 Canada	6/19/2007
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	CN1849427 China	10/27/2010
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	HK1092510 Hong Kong	1/14/2011
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	IN242716 India	09/07/2010
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	IL173668 Israel	06/29/2010
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	MX261980 Mexico	11/07/2008

SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	MX276506 Mexico	06/10/2010
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	MX276507 Mexico	06/10/2010
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	MX276508 Mexico	06/10/2010
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	NZ545732 New Zealand	10/08/2009
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	ZA200601325 South Africa	6/27/2007
Work Area Protection Corporation	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	US7,086,805 United States	08/08/2006
SCI Products Inc.	Traffic Channeling Device	USD485,775 United States	01/27/2004
Precision Solar Controls Inc.	De-Icing System for Traffic Signals	US7,211,771 United States	05/01/2007
ASTI Transportation Systems, Inc.	Internet Based Highway Traffic Advisory System	US7,650,228 United States	01/19/2010

SCHEDULE 2

registered Trademarks

Grantor/Owner	Trademark	Jurisdiction	Registration Date	Registration Number
Work Area Protection Corporation	Smart Cushion Innovations	United States	12/18/2007	3,354,960
Work Area Protection Corporation	Smart Cushion	United States	12/18/2007	3,354,961
Work Area Protection Corporation	Lane Changer	United States	07/12/2011	3,994,863

SCHEDULE 3

Internet domain names

workareaprotection.com

precisionsolarcontrols.com

asti-trans.com